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Cases Reported this Week.

In the Solicitors' Journal.

Beauclerk v. Beauclerk ... 205
Bellamy v. Debenham ... 205
Cooke v. Smith ... 207
Court Bureau (Lim.), Re ... 207
Cox v. Bennett ... 207
Dick, Re, Lopes v. Hume-Dick ... 208
Elliott, Re, Elliott v. Elliott ... 208
Hamilton v. Brogden ... 208
Heseltine, Re, Woodward v. Heseltine ... 204
Macgillivray v. Cameron ... 206
Rathbone v. Ross ... 208
Scholes v. Brook ... 208
Sensitized Opal Card Co., Re ... 207
Trench v. Heathcote ... 207
Westmore v. Paine ... 208

In the Weekly Reporter.

Castioni, Ex parte ... 202
Curtis v. Kesteven County Council ... 199
Edye, In re ... 198
Gower v. Tobitt ... 198
Joshua Stubbs & Co. (Limited), In re, Barney and the Birmingham District Banking Co. (Limited) v. J. Stubbs & Co. and William Abbott ... 200
Reg. v. Barnardo, Jones's Case ... 195
Reg. v. Bowerman ... 207
Sandbach and Edmondson's Contract, In re ... 193

CONTENTS.

CURRENT TOPICS ... 199
A POINT IN DIVORCE LAW ... 202
CONCERNING PARTNERSHIP ARTICLES ... 203
CORRESPONDENCE ... 204
RETAINERS ... 209
LEGAL NEWS ... 210
COURT PAPERS ... 211
WINDING UP NOTICES ... 211
CREDITORS' NOTICES ... 212
BANKRUPTCY NOTICES ... 212

VOL. XXXV, No. 13.

The Solicitors' Journal and Reporter.

LONDON, JANUARY 24, 1891.

CURRENT TOPICS.

THE LIST of causes from which the 100 causes proposed to be transferred to Mr. Justice ROMER will be taken will be withdrawn on Monday next. Any objections to transfers should be carried in before that day.

THERE ARE, we believe, about a dozen petitions for winding up companies which were presented before the 1st of January last, and are still pending.

WHILE EVERYONE must rejoice that so distinguished and experienced a judge as Sir JAMES HANNEN has been created the new Lord of Appeal, we hope we shall not be considered ungracious if we point out that his appointment does not supply the element most wanting in each of the tribunals in which he will sit. The House of Lords, since Lord SELBORNE ceased to take an active part in the judicial business, has had but one equity lawyer to advise on appeals from the Chancery Division, and the Privy Council, when Sir RICHARD COUCH ceases his attendance, will be without any Indian lawyer.

WE LEARN that, in our observations (*ante*, p. 184) on the case of *Re The Sensitized Opal Card Co.* (heard by Mr. Justice NORTH on Wednesday, the 14th inst.), we were in error in stating that the capital of the company was over £10,000. As will be seen by a report of the case on a subsequent page, the capital was in fact under £10,000, and therefore, as the winding-up petition was presented to the High Court before the 1st of January, 1891 (the day on which the Companies (Winding-up) Act, 1890, came into operation), the jurisdiction to make a winding-up order was still, according to Mr. Justice NORTH's own previous decision in *Re London and Yorkshire Mutual Money Club Co.* (*ante*, 192), in the High Court. The remarks, however, which we made as to the application of the new procedure are not affected by the amount of the company's capital.

THE MASTER of the Rolls has several times during the hearing of the New Trial Paper spoken severely about the increase in costs caused by copies of the shorthand notes of the trial. On Saturday, at the conclusion of a case in which three copies of the shorthand notes of the summing up had been handed up to the bench, he said, "We have once more to take notice of the scandalous increase in costs caused by the multiplication of copies of the shorthand notes. Everything that we required was supplied by the note of the summing up taken by counsel. It is absolutely disgraceful that in a case where only £25 was at stake three copies of these notes should have been made for the use of the bench, and we shall not hesitate to disallow the costs

of them if they should be allowed by any taxing master. We wish public notice to be taken of this, that if a solicitor, by the unnecessary multiplication of documents, manifestly and unnecessarily increases the costs which he makes his own client pay, he is guilty of misconduct, for which he may be made answerable to the court under ord. 65, r. 11. It may become our duty to take action under this rule if we should find that there is a *primâ facie* case against a solicitor of increasing his client's costs by multiplying documents in this way.

THE OLD PRACTICE, which in the Chancery Division has fallen into disuse, of "annexing" exhibits to affidavits, instead of simply referring to them by a distinctive mark, is revived in the rules under the Companies (Winding-up) Act, 1890. It occurs in form 14, the form of affidavit of service of petition on members, officers, or servants, and form 15, the form of affidavit of service of petition on liquidator. And in these two instances this inconvenient practice is made more inconvenient and costly as the copy of the petition annexed to the affidavit is to be a duplicate of the copy service of which is deposed to. Thus, three copies of the petition are to be made, where one would have sufficed, and the cost of the office copy of the affidavit is increased by reason of a copy of the petition being annexed to it. We have been informed that one of the judges of the Chancery Division has stated that he would accept an affidavit made according to the former practice—that is, with the petition itself made an exhibit. It will also be observed that "the seal of the court" is mentioned in both the forms above referred to, but it is anticipated that a plain copy of the petition, described in the usual way as having upon it the *fiat* of the court, will be considered sufficient.

IT WOULD BE interesting to know whether the Rule Committee has decided to revise the rules as to partners, or to leave them as they are. Those rules have been very seriously called in question, not merely in these columns, but on various occasions by the judges. Only the other day Lord Justice BOWEN, in delivering a written judgment, stated, as the opinion of the Court of Appeal, that it was "imperatively necessary" that the rules as to partners should be altered. The decisions under these rules are in conflict with one another to a degree which is eminently confusing. Indeed, we have arrived at that stage when one of two things must happen. Either more decisions will have to be given "distinguishing" those already reported, or the collective wisdom of the Rule Committee will have to be bestowed on the task of amending the rules themselves. We have the authority of the Court of Appeal for saying that the latter is the proper course to be adopted. But do these demands on its attention ever reach the Rule Committee? When a rule, or set of rules, is called in question, is it anyone's duty, we wonder, to make a note of the fact and bring it under the notice of all the members of the committee? It is now nearly a year since the attack on these rules by the judges themselves was opened by Mr. Justice WILLS in delivering judgment in the well-known case of *Davies* v. *André*. Since then the necessity for their alteration has been pointed out by several of the judges. Are the members of the Rule Committee too busy to attend to these matters, or are the walls of that inner chamber where rules of court are made too thickly padded to admit of any suggestion from the outside penetrating into it?

IT MIGHT induce the Rule Committee to undertake the revision of the rules as to partners if they were made aware of the fact that the amendments required are confined to points of detail. What is principally needed is that one or two questions of procedure connected with actions against firms should be considered by the committee, and, after they have been decided, that the rules should be altered so as to give effect to the decisions arrived at. For example, in suing a partnership firm (ord. 16, rr. 14, 15) is the permission to sue partners collectively in the name of the firm to be confined to English firms (*Western National Bank* v. *Perez*, *ante*, p. 152)? If so, then the rule as to service on firms (ord. 9, r. 6) will require to be limited in its scope. Again, when a partner appears under ord. 12, r. 15, is he to be allowed to appear without any description whatever, either as a partner or even as a defendant (see *Alden* v. *Prentis*, 34 SOLICITORS' JOURNAL, 541); so that a plaintiff suing a firm is always liable to be embarrassed by persons whom he is not suing, but who are in collusion with the firm sued. Again, when a person is served as a partner under ord. 9, r. 6, and he is not a partner in the firm sued, how is he to protect himself from having execution issued against him under ord. 42, r. 10, without admitting his liability by entering an unconditional appearance, or placing himself in default by not appearing? These are the principal difficulties to be met, and they do not appear to be overwhelming.

THE CASE of *Mayor, &c., of Manchester* v. *Williams* (1891, 1 Q. B. 94) was one of the strangest actions, as it appears to us, that was ever submitted to a court of law. The facts were these. The Corporation of Manchester brought an action for libel against the defendant, complaining that he had charged the corporation with corrupt practices. There was no allegation that the plaintiffs had suffered any special pecuniary damage in consequence of such imputation. It was held that the action would not lie. We must confess to feeling some surprise that it could have been supposed that such an action would lie. The contention that it would appears to us to be most obviously opposed to the plainest general principles, and to be surrounded with difficulties on every side. Two insurmountable difficulties at once suggest themselves. A corporation, as distinguished from its individual members, cannot be said to have a moral character in the sense necessary to render it capable of being libelled as regards such character. The members of the corporation may, as individuals, be guilty of corruption, but the corporate personality cannot, for the reason which the cherubs in the well-known story gave for declining an invitation to be seated. They have not the wherewithal. This is expressed in the popular saying, one branch of which is that corporations are not possessed of souls. If it were possible to say, for the purposes of an action for libel, that a corporation was corrupt in its corporate capacity, it would seem to be equally possible to say that the corporation got drunk, if on the occasion of some civic festivity the majority of the town councillors exceeded the bounds of moderation. No doubt a corporation may, in many cases, bring an action in respect of untrue statements affecting its property or pecuniary position, where pecuniary damage has been sustained, but wholly different considerations apply to such a case from those which are applicable to imputations affecting character. Another difficulty in the way of such an action arises with regard to damages. It is difficult to see how any can exist, or to formulate any principle upon which they could be estimated. In the case of an individual the personal pain or annoyance occasioned by the libel are a ground for compensation. A corporation as such cannot feel personally pained or annoyed. Of course in actions of libel what are commonly called "vindictive" or "exemplary" damages may be given, that is to say, the damages may be meted out with the object of punishing the defendant as well as that of compensating the plaintiff. But in ordinary cases where this is done, both objects co-exist; and, therefore, it does not follow that, when there is no possibility of damage to the plaintiff, damages can be awarded merely as a punishment to the defendant. How could a corporation be really damaged in its corporate capacity by an imputation of corruption? Again, any damages recovered would clearly only belong to the corporation in its corporate capacity—*i.e.*, in effect to the ratepayers. Why should the ratepayers be compensated? No aspersion has been cast on them.

THE IMPOSSIBILITY of the contention raised by the plaintiffs seems still more obvious when we recollect that a corporation is an abiding personality, though its members are constantly changing. If the plaintiffs' contention were correct, then conceivably it might happen that, though all who were members of the corporation at the time when the imputation of corruption was made, might have lost their seats in the council and been replaced by others, possibly as a result of such imputation, yet the newly constituted corporation might nevertheless sue in respect of such imputation.

This result would appear to be practically somewhat absurd. The argument for the corporation appears to have depended upon an attempt to confuse together two classes of cases which are most essentially distinct—viz., cases where the corporation are defendants and those where they are plaintiffs. It was argued that a corporation may be guilty of malice through its servants, so as to render it liable to be sued for a malicious prosecution, and therefore it must equally be capable of being guilty of corruption, so as to entitle it to sue for an imputation of corruption. It does not seem to us that this contention is even plausible. The very terms in which it was stated indicate its unsoundness, for clearly the premiss required was that the corporation might be guilty of malice, not through its servants, but itself. Before a corporation can sue for libel on its moral character, it must be shewn that it can have a moral character, but in the case of an action against the corporation for what is done by its servants, the contention is not really that the corporation can itself be actually capable of malice, but merely that it is responsible pecuniarily for the malicious act of its servant done within the scope of his employment. There is no absurdity in this contention such as arises in the case of the contention that a corporation as such can be said to be guilty of moral corruption in the sense necessary to sustain an action for libel by such corporation.

A CORRESPONDENT, in a letter which we print elsewhere, calls attention to a matter of considerable importance in connection with the rules recently made under the Companies (Winding-up) Act, 1890. His remarks refer particularly to rule 127, but they apply also to the more general provisions of rule 175. By sub-section (1) of section 26 the Lord Chancellor may, with the concurrence of the President of the Board of Trade, make general rules for carrying into effect the objects of the Act. Sub-section (2) provides that all general rules so made shall be laid before Parliament, and by sub-section (3) no rule is to come into operation until the expiration of one month after it has been made and issued. In accordance with these provisions rules have been made, one of which—rule 175 (*ante*, p. 157)—empowers the Board of Trade alone to issue general orders or regulations as to matters arising under the Act or the rules, which are of an administrative, and not of a judicial, character; and another—rule 127 (*ante*, p. 141)—gives them a similar power with regard to the matters mentioned in section 15 of the Act. To the general validity of such rules exception may well be taken. As our correspondent points out with regard to rule 127, they can hardly be called general rules at all; though, if they were, and could be validly made under section 26 (1), they would apparently also fall within the scope of sub-sections (2) and (3). Their enactment, however, is simply a delegation upon one party alone of the power of making rules conferred by the Act upon two parties. It may be noticed that the same course was pursued several years ago with regard to the making of rules under the Bankruptcy Act, 1883. Section 127 (1) of that statute, which likewise confers a general power on the Lord Chancellor and the President of the Board of Trade jointly, was followed by rule 347 of the rules of 1886, with which rule 175 under the Companies (Winding-up) Act is identical, and from which, of course, it has been copied. But the manner in which this delegated power has been exercised by the Board of Trade in bankruptcy does not seem to have aroused criticism. In the present instance, however, an attempt has been made under it to regulate matters which the Act clearly intended should be governed by general rules. This sufficiently appears from a consideration of section 15 (1), which enacts, with regard to cases of winding up which are not concluded within a year, that the liquidator is, at the "prescribed" intervals, to send to the Registrar of Joint-Stock Companies a statement in the "prescribed" form, and containing the "prescribed" particulars. Section 32 says that "prescribed" means prescribed by general rules. Hereupon is issued rule 127, which does not profess to "prescribe" anything at all as to "form" and "particulars." These matters are left entirely to the Board of Trade, which has purported to give the necessary prescriptions by the general order recently issued (*ante*, p. 169). While as to "intervals" also, except in cases where the winding up was commenced before the 1st day of January, 1890, the rule confers a discretionary power of prescription on the same body. This is an obvious attempt to delegate a legislative power, and can hardly be regarded as valid. As to the other point raised by our correspondent, the jurisdiction conferred on the court by rule 129 (2), it may be noticed that section 26 of the Companies (Winding-up) Act omits the provision of sub-section (4) of section 127 of the Bankruptcy Act, which expressly enacts that general rules are not to extend the jurisdiction of the court.

IT IS, OF COURSE, now well settled that, by reason of the direction appended to the statutory form of a bill of sale, such an instrument is void unless the attestation clause contains the address of the attesting witness (*Parsons* v. *Brand*, 38 W. R. 388). But it was still doubtful whether such address must give his residence, or whether his place of business would suffice. Section 10 of the Bills of Sale Act, 1878, which prescribes the affidavit that is to be filed with the bill of sale, requires that this shall contain a description of the residence of every attesting witness. Transcribed into familiar language, this means that it must give his address. Consequently, it was not unnatural to hold, as Mr. Justice NORTH did in *Woodward* v. *Hesseltine* (*ante*, p. 125), that conversely the attestation clause, with regard to which the word "address" is used, must give the place of residence. At the same time, the word is capable of a wider construction, and there is no necessity to restrict it so as to make it coincide with section 10. Strictly speaking, it implies no more than the place at which a man may be found, and such a place obviously is his business abode. Accordingly, the Court of Appeal have now overruled Mr. Justice NORTH's decision, so far as it was based upon the ground that the attesting witness had given his business address, though they found a new reason for impeaching the validity of the bill of sale in the uncertainty of the description of the grantee. The grant was expressed to be made to "the Discount Bank of London, of which said bank LEWIS SIMMONS is sole proprietor," and this it was said was ambiguous. The person who claimed to be grantee was LEWIS SIMMONS. It could not be said, however, that he was identical with the bank, and the statutory form contemplates that the name of the grantee shall be stated with absolute clearness. The point is, perhaps, not a particularly good one, but it was sufficient, in the view of the court, to avoid the bill of sale.

IN THE CASE of *Chatterton* v. *London and County Bank*, tried this week, a curious attempt was made by the defendants to avoid liability for payment of forged cheques. The plaintiff was a customer of the bank and had a clerk of the name of NOAD. NOAD apparently had forged cheques in the name of his employer to the extent of £520. The defence was that the plaintiff by his negligence had enabled the forgeries to be committed, and this allegation was based upon the manner in which he checked his account. In point of fact, however, he did this with ordinary care. The pass book was from time to time returned to him, and, while NOAD read from a ledger the payments which had been made by cheque, he himself ticked off the entries in the pass book. It is supposed that to conceal his forgeries NOAD introduced at the right places the amounts of the cheques he had drawn, as though they were contained with the rest in the ledger. But, however this may be, he managed in some way to avoid arousing suspicion, and it seems that CHATTERTON had been guilty of no negligence which disentitled him from recovering against the bank. He might, of course, have taken further precautions. He might have compared the returned cheques with the pass book, and inasmuch as the forged ones were abstracted and destroyed by NOAD, this would have led to discovery. But what he did was quite sufficient to secure accuracy in the account, but for NOAD's fraud. That negligence on the part of the customer does prevent him from recovering is, of course, clear from *Young* v. *Grote* (4 Bing. 253), though whether this is on the ground that he is estopped by the negligence, or that his negligence would give the bank a cross remedy against himself, and therefore his own suit is dismissed for the purpose of avoiding circuity of

action, is a point which has been doubted. The matter is learnedly discussed by Mr. BEVEN in his Law of Negligence (p. 888). In the present case, however, there was in fact no negligence, and the place of this could not be supplied, as against the master, by the servant's fraud.

ON FRIDAY last, in a case of *Re Dick* (reported on a subsequent page), the Court of Appeal No. 2 decided a point of considerable importance upon the construction of the Trust Investment Act, 1889. Section 3 of that Act enables a trustee, "unless expressly forbidden by the instrument (if any) creating the trust, to invest any trust funds in his hands" in certain specified securities, "and also from time to time to vary such investments." In *Re The Manchester Royal Infirmary* (34 SOLICITORS' JOURNAL, 142, 38 W. R. 460, 43 Ch. D. 420) Mr. Justice NORTH expressed an opinion that the power conferred by section 3 must be limited strictly to *funds in the hands* of the trustee, and that, unless the instrument creating the trust contained an express power to vary securities, trustees would not be justified in selling existing securities for the purpose of reinvesting the proceeds of sale in securities authorized by the Act. In coming to this conclusion Mr. Justice NORTH relied on the decision of Vice-Chancellor WOOD in *Re Warde* (2 J. & H. 191) upon Lord St. Leonard's Act. In *Re Dick* Mr. Justice STIRLING, in accordance with the view expressed by Mr. Justice NORTH, held that trustees who, under the instrument creating their trust, had no power to vary investments, could not sell the existing securities for the purpose of reinvesting the securities authorized by the Act. The Court of Appeal (LINDLEY, FRY, and KAY, L.JJ.) differed from the view of Mr. Justice NORTH, and held that the trustees had power under the Act to sell the existing securities for the mere purpose of reinvesting the proceeds on securities authorized by the Act. Lord Justice LINDLEY pointed out that the words of the Act of 1889 differ from those of Lord St. Leonard's Act, so that the decision in *Re Warde* does not really apply to the Act of 1889. It will, we think, be satisfactory to trustees generally, as well as to their *cestuis que trustent*, that the Court of Appeal have seen their way to overrule the somewhat narrow construction given to the Act by Mr. Justice NORTH.

A POINT IN DIVORCE LAW.

A BRANCH of the Court of Appeal, constituted of Lords Justices LINDLEY, LOPES, and KAY, has shewn great timidity in dealing with a very simple point of divorce law. The question argued by counsel, but shirked by the court, was, whether a wife was entitled to a decree of dissolution of marriage when her husband had been guilty of adultery, but had committed no act of cruelty except such as may be said to have been incidental to his adulterous connections. The question really turns on the construction of section 27 of the Divorce and Matrimonial Causes Act, 1857, which provides that a wife may petition "that her marriage may be dissolved, on the ground that since the celebration thereof her husband has been guilty of incestuous adultery, or of bigamy with adultery, or of rape, or of sodomy or bestiality, or of adultery *coupled with such cruelty* as *without adultery* would have entitled her to a divorce *à mensâ et thoro*, or of adultery coupled with desertion, without reasonable excuse, for two years or upwards."

Now it is perfectly plain on the wording of this enactment that the Legislature was quite aware that there were different kinds or classes of adultery, and that where the offence was of a more disgraceful character it of itself justified a destruction of the *vinculum*, without throwing on the petitioner the necessity of proving the additional matrimonial offence of cruelty or two years' desertion. But it is equally plain that the intention was to define and limit the classes of aggravated adulteries which were to be deemed sufficient to found a case for dissolution of marriage. They are (1) incestuous adultery; (2) bigamous adultery—though this part of the section is possibly open to another construction; and (3) rape, that is, when committed by a married man, adultery accompanied with such violence as to constitute a felony. The section does not include (as the petitioner in *Beauclerk* v. *Beauclerk* would have it read) among the aggravated adulteries *any adultery* (other than those mentioned in the last paragraph) *committed under such circumstances as to be in itself not only adultery but cruelty*. And the reason is obvious. Adultery, if found out, whether committed by husband or wife, is in itself one of the greatest acts of cruelty which can be shewn to the other party to the marriage contract—unless, indeed, such other person is so imbecile as not to understand what has been done or so depraved as to disregard it. Where incest, bigamous adultery, or rape has been committed, the wife may have the full decree without proving cruelty or desertion; but there the Act stops.

If the Act were read as the appellant wished it to be read, the court would, on almost every petition by a wife for dissolution of marriage, be compelled to go into evidence on the subjects of a wife's particular likes and dislikes, her state of mind and state of health at particular periods of time, the knowledge of her husband as to such likes, dislikes, and conditions of mind and health; and it would seem only consistent with the appellant's argument to hold that it was meritorious conduct on the part of a husband to conceal his infidelities from his wife. A wife would be heard swearing in the box that her husband knew she detested dark-haired women, and contending that the fact of her husband's preferring such a creature to herself was a sufficient aggravation of the main offence to constitute cruelty. Another petitioner would declare that the fact of her husband's taking his paramour abroad was a gross cruelty, because he had never left the shores of Britain with his wife; or that a gross act of cruelty had been committed by not only eloping, but eloping with a much-hated acquaintance of the wife. In nearly every case not only the fact of, but the whole circumstances in connection with, the adultery would be put in evidence in the hope of establishing or strengthening a case of cruelty. If such a result as that contended for by the appellant had been meant, surely the enumeration of aggravated adulteries contained in the statute would have been omitted. The section must mean that where the adultery is not committed under some of the aggravating circumstances expressly stated, there must be cruelty in addition to, but irrespective of, and altogether outside, the adultery.

In *Beauclerk* v. *Beauclerk* there was no such independent cruelty. The case was undefended. There had been no violence, or threat of violence, but the husband had frequently committed adultery, and had from time to time acquainted his wife with the details of his infidelities. Evidence was also adduced that his unsavoury revelations had had a pernicious effect on his wife's health, and these acts were relied on as cruelty. The court, however, avoided giving a decision on the question, as there was a delay of twenty years in filing the petition, and this delay was not satisfactorily explained; and the question as to cruelty, therefore, still remains open.

In addition to what has been said above, there is, perhaps, a more technical objection to the petitioner's argument. To afford ground for a dissolution of marriage there must have been, besides adultery, "such cruelty as, *without adultery*, would have entitled" the wife to a decree *à mensâ et thoro;* but in the present case without adultery there could have been no such avowal—at any rate, no truthful avowal—and therefore no such cruelty as the section refers to. To this, perhaps, it might be answered that repeated untruthful avowals of adultery would constitute cruelty. This objection was not argued, and is probably not quite sound.

The case, however, is valuable as a further piece of evidence that the whole divorce law of this country needs reconsideration and alteration. The principle was conceded in 1857; but the Act of that year, even with the amending legislation, is not quite fit for modern requirements. The necessity for requiring proof of a husband's cruelty or desertion when he has been adulterous; the doctrine of conditional condonation by a wife; the fearful oppression put on husbands by their being required to find security for their wives' costs in frivolous suits, are all matters which require attention; and the coming appointment of some judge who, it is to be hoped, is not saturated with the quaint and musty doctrines of the ecclesiastical courts and the present Divorce Court, would be a fitting opportunity for consolidating and amending the law which he will be called upon to administer.

CONCERNING PARTNERSHIP ARTICLES.

II.

It is now proposed to examine in detail those clauses which, for the general reasons already stated and for the special reasons to be now given, appear to be unnecessary and may be omitted from partnership agreements. These clauses are selected from the common forms in Messrs. Key and Elphinstone's Precedents (vol. 2, Partnership) to which, in each case, reference will be made.

To be just and faithful (2 K. & E. 310, xxxix.).—The "just and faithful" clause, which in the form before us also inculcates the duty of rendering true accounts, is a respectable relic of a bygone age of conveyancing, and may be omitted on the ground that the duty of partners to observe good faith is now fully recognized by law. The principle that partners stand in a fiduciary position to each other is apparently so obvious and well known that the Legislature in the recent Partnership Act has left it to be inferred although many of its enactments clearly flow from this principle, and although it does expressly enact the latter part of the clause, to the effect that partners shall render true accounts. Neither does the retention of this clause seem necessary to remind partners to be honest. The honest should not require to be reminded, and the dishonest will hardly heed it.

To give information (2 K. & E. 310, xl.).—The remarks upon the preceding clause apply with perhaps equal force to this undertaking, and the clause might always have been omitted. It is now unnecessary to give any further reason for its omission than that the duty which it involves is expressly enacted by section 28 of the Partnership Act, 1890, in the following words:—"Partners are bound to render true accounts and full information of all things affecting the partnership to any partner or his legal representatives." In passing it may also be noted that by adding the words, "or his legal representatives," the Act goes even further than the ordinary clause. Both this and the preceding clause should invariably be omitted.

Attention to business (2 K. & E. 308, xxviii.).—It might have seemed to follow from the fiduciary position in which partners stand to each other that in every contract for partnership was implied, in the absence of agreement to the contrary, a duty that every partner should devote due time and attention to the business. Such a duty seems correlative to the right which, apart from agreement, every partner has to take part in the management (see Partnership Act, 1890, s. 24 (5)). Thus in *Peacock* v. *Peacock* (16 Ves., at p. 51), Lord Eldon says, "In the case of partnership the court acts upon this principle, that the good faith of the partners is pledged mutually to each other, that the business shall be conducted with their actual personal interposition, enabling each to see that the other is carrying it on for their mutual advantage and not destroying it." Upon these grounds we should therefore maintain that this clause, so far as it expresses the general duty of partners, is unnecessary and should be omitted. It must not however be supposed that the question as to the time and attention required should be neglected; and a special clause specifying the degree of time and attention to be bestowed by the several partners may sometimes be necessary, especially where one of the partners is intended to be only a dormant partner. Our contention is that a general clause to the effect that each partner shall devote due time and attention to the business is unnecessary, as being implied by law, but that where this legal obligation is intended to be varied, a clause to that effect should, of course, be inserted.

Not to engage in any other business (2 K. & E. 309, xxxi.).—The first remark suggested by this clause is that such a prohibition, in the general terms in which it is stated, is certainly not implied by law, and that, apart from express agreement, any partner may be interested in any number of businesses besides that in which he is a partner. Nor is there any reason why he should not, provided (1) that he does not neglect the partnership business; (2) that the other business in which he is interested does not compete with the partnership business. It by no means follows that, because a partner is interested in other businesses, he therefore necessarily gives less than due time and attention to the partnership business. So far as being engaged in a rival business is concerned, it is now expressly provided by statute that "if a partner, without the consent of the other partners, carries on any business of the same nature as, and competing with, that of the firm, he must account for and pay over to the firm all profits made by him in that business" (Partnership Act, 1890, s. 30). Fortunately, in the consideration of this clause we are not, as, in the case of partnership articles, is more often the case, entirely unassisted by authority. In *Dean* v. *MacDowell* (1878, 8 Ch. D. 345) there was such a clause, and although the defendant had clearly broken the letter of it, the plaintiff was unable to prove that by carrying on such other business the defendant had either neglected or competed with the partnership business, and it was, therefore, held that, although the plaintiff might have obtained nominal damages at law for breach of contract, he had no equity to claim the profits made in the other business. The decision seems to shew that, apart from the clause, he would, if he had been injured, have had a substantial remedy, while, unless he was injured, the clause merely gave him a nominal remedy, of which he had naturally no desire to avail himself. In this view we are supported by the opinion of Sir Frederick Pollock in his work on Partnership, who, citing the above case, says: "An express covenant in partnership articles not 'to engage in any trade or business, except upon the account and for the benefit of the partnership,' has been held to add nothing to the duty already implied by law" (ed. 1890, p. 84). It is true that the clause as drawn only restricts the partner from engaging in another business without the consent of his co-partners, but even so it might prove a mischievous instrument in the hands of a cantankerous partner, who might, by refusing his consent, hamper the other partner in a legitimate enterprize. So far, then, as this clause purports merely to restrict the partners from an abuse of the confidence which is involved by the partnership relation, it is, in our opinion, unnecessary; whereas, so far as it does more, it may prove mischievous. Where, however, a partner wishes to become, if occasion arise, a director in a limited company carrying on a similar business, an express stipulation will be required.

Not to pledge the credit of the firm (2 K. & E. 309, xxxiii.).—There is abundant authority to shew that a partner has no implied power to pledge the credit of the partnership except in matters within the scope of the partnership business, and we have now the express authority of statute for saying that in such a case the firm is not bound: "Where one partner pledges the credit of the firm for a purpose apparently not connected with the firm's ordinary course of business, the firm is not bound, unless he is in fact specially authorized by the other partners" (Partnership Act, 1890, s. 7). It seems, therefore, futile to provide that no partner shall pledge the credit of the firm except in the usual course of business. Even supposing that a partner did succeed in rendering his co-partners liable with himself in respect of a matter which, although apparently connected with, was yet outside the usual routine of the firm's ordinary course of business, there is no doubt that, apart from express agreement, the other partners would, as between themselves and the offending partner, be entitled to an indemnity for any loss incurred.

Not to give credit when forbidden (2 K. & E. 309, xxxv.).—That any partner who has been expressly forbidden to give credit to a particular individual, partnership firm, or limited company, should continue to do so, is so obviously a breach of that good faith which should exist between partners that it is difficult to see how such a clause came to be inserted in partnership agreements. It may be that this and some other such general clauses were inserted at a time when it was difficult for partners to obtain legal remedies against each other unless they could point to a deed of covenant or written agreement which had been broken. At the present time the right of the other partners to be indemnified under the circumstances mentioned seems obvious, on the broad ground that an agent is responsible to his principal for any loss incurred through disobedience of his principal's orders. On the other hand, there is no express decision on this point, and although we think that the insertion of the clause is in most cases unnecessary, yet it may sometimes be advisable, especially if the right of prohibition is to be vested in one, say the senior, partner.

Not to compound partnership debts (2 K. & E. 311, xlvi.).—Upon referring to the first precedent in Key & Elphinstone, at p. 330, we read in a note that this clause may be omitted if brevity is desired. Was there ever any occasion to insert it? So far as the law upon the subject is concerned, it is by no means clear that any one partner can compound a debt due to the firm so as to bind his co-partners. "Although each partner has power to receive payment of a partnership debt and to give a discharge for it on payment, it does not follow that he has power to compromise or settle the debt in any way he likes without payment" (Lindley, p. 136). If this is a correct statement of the law, this clause is as futile as that where each partner agrees not to pledge the credit of the firm, except in the ordinary course of business. If, on the other hand, cases may arise where, by the action of one partner, the other partners are precluded from repudiating an agreement to receive less than full payment of a partnership debt, such a clause is clearly ineffectual to prevent this result as between the debtor and the firm, and the absence of such a clause would not deprive the other partners of their right to be indemnified for any loss occasioned.

CORRESPONDENCE.

THE COMPANIES (WINDING-UP) RULES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The article on the Board of Trade's Order in regard to companies at p. 164 suggests one or two considerations of substance.

The Act (section 26, sub-section 1) empowers the Lord Chancellor, with the concurrence of the President of the Board of Trade, to make general rules, and the statement referred to in section 15 (1) is a statement prescribed by general rules so made (section 32).

I submit that the Board of Trade without the Chancellor has no more power than the Chancellor without the Board of Trade, except in the instances specially mentioned in the Act; that the two cannot delegate their authority to one of them, and that, therefore, rule 127 is *ultrà vires*. It does not profess to be a general rule under section 26 (1), and therefore is not within section 26 (2).

A general rule is not to come into operation till it has been issued one month (section 26, sub-section 3), so that as "prescribed" in section 15 (1) means prescribed by general rules, of which the particulars must be published a month before they become operative; consequently, if not published till the 2nd of January they could not come into force, or the thirty days begin to run, till the 2nd of February.

It would be strange if the provision of one month's notice under section 26 (3) could be circumvented by the simple expedient of delegating by a general rule the power of framing general orders. No "general orders" or a delegated authority are recognized by the Act, and I, therefore, submit that the Board of Trade's Order of the 31st of December, 1890, is invalid. (It will be observed that section 20, under which the Board of Trade might have acted, does not apply to existing windings up).

Another point suggests itself in regard to rule 129 (2). The notion of two individuals sitting together to confer jurisdiction on the court is delightful, but, as an instance of the topsy-turveydom of modern legislation, scarcely edifying. Perhaps it is an exploded fiction that the judge is the representative of the Sovereign. If not, how can the Sovereign accept authority from the subject?

If this is a recognized method of legislating, why should not other sections—*e.g.*, section 10 and section 15 (4)—have been left in the same way to a general rule? Why, indeed, go through the farce of having Acts of Parliament at all? J. W. BILBROUGH.

Ben Rhydding, by Leeds, 12th January.

ORIGINATING SUMMONSES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your observations upon the inconvenience attending the initiatory steps of this very useful proceeding are pertinent and well timed.

You might have usefully gone on and called attention to three other difficulties:—

(1) That these summonses are of no use where the defendant is out of the jurisdiction, even though his co-defendants are in this country. This often gives rise to expense and trouble, because a defendant's address or whereabouts for service is often unknown, and he may even move to the Continent to avoid service.

(2) They cannot be issued, and hence are useless, during vacations, because, as the chambers are closed, the date of their return cannot be inserted. Hence, in foreclosure proceedings, for example, where time is of importance, a plaintiff in the Long Vacation must either issue a writ or wait two or three months, which involves a serious loss of time and money.

(3) The certificates of no other proceeding, required on issuing, cannot be worth the trouble they involve. Anyhow, where a chief clerk has certified that the summons is proper to be heard in his division, a second certificate of no other proceeding should not be demanded.

The want of uniformity in the practice in the chief clerks' chambers in matters of detail is a further inconvenience. I will only mention their different requirements in verifying a receiver's account and in the signature of the certificates above referred to, some requiring them to be signed by the solicitor himself, while others accept them if signed by a clerk.

In my early days one felt a pride in knowing the practice, but now the first rule appears to be to find out the judge, then the chief clerk, and then go to chambers to learn what practice prevails there.

23, Essex-street, Jan. 22. S. H. C.

[*To the Editor of the Solicitors' Journal.*]

Sir,—You have an article in your last week's issue upon originating summonses and their inconveniences—the result apparently of want of uniformity in centralization. Let me state for the information of your readers generally, and especially in this city, how decentralization and uniformity may be utilized.

Instructions were given for the issue of an originating summons on the afternoon of Monday, the 12th inst. The summons, with complete certainty as to the judge by whom it would be heard, was issued, two appearances for respondents entered, and the evidence filed by midday on the 14th, so that the papers could be sent off on that day for the judge in London to have on Thursday, the 15th. The matter was in his paper, was exhaustively heard, and a complete order made on Friday, the 16th.

The obvious comment is, that where, as may be assumed, the profession has the will, and where, as is not always to be assumed, officials will not impede but further business, it may be got through promptly and efficaciously. X.

Manchester, 20th January.

CASES OF THE WEEK.

Court of Appeal.

Re **HESELTINE, WOODWARD** *v.* **HESELTINE**—No. 2, 21st January.

BILL OF SALE—VALIDITY—STATUTORY FORM—ADDRESS OF ATTESTING WITNESS—NAME OF GRANTEE—AMBIGUITY—BILLS OF SALE ACT, 1882, s. 9—SCHEDULED FORM.

This was an appeal against a decision of North, J. (*ante*, p. 125), as to the validity of a bill of sale. The action was brought to set aside a bill of sale executed by William Heseltine, who had died intestate, and to administer his estate. The defendants were the widow of the intestate and Lewis Simmons, who was described in the title of the action as "trading as the Discount Bank of London." He carried on his business at 6, Duncannon-street, Charing-cross. On the 12th of June last Heseltine executed a bill of sale of certain personal chattels to the bank as security for a loan of £500 made by the bank to him. The bill of sale was expressed to be made between Heseltine, of the one part, and "The Discount Bank of London, of 6, Duncannon-street, Charing-cross, in the county of Middlesex (of which said bank Lewis Simmons, of the same place, is the sole proprietor), of the other part," and by the deed Heseltine assigned the chattels "unto the said bank and its assignees" by way of security for the £500. The execution of the deed by Heseltine was attested by a witness named William George Cleverly, who added the following description and address below his signature:—"Clerk to the Discount Bank of London, 6, Duncannon-street, Charing-cross." The affidavit of the attesting witness, made for the purpose of the registration of the deed under the Bills of Sale Act, stated that he resided at "12, Peabody-avenue, Pimlico, in the county of Middlesex." The plaintiff asked that the bill of sale might be declared void, on the ground that it was not made in accordance with the provisions of the Bills of Sale Acts. The plaintiff moved before North, J., for an injunction to restrain Simmons, until after judgment in the action, from selling or otherwise dealing with the chattels comprised in the deed. North, J., granted an injunction as asked. He was of opinion that the address given by the attesting witness in his attestation, not being his private residence, was not a sufficient "address" within the meaning of the form given in the Bills of Sale Act, 1882, and that consequently the bill of sale was void. Simmons appealed. On the appeal another point was raised—viz., that the bill of sale was void, on the ground that it was not "in accordance with" the statutory form, because the description of the grantee was misleading.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) affirmed the decision, though not on the ground on which North, J., had based his decision. LINDLEY, L.J., did not agree that it was necessary that the address of the attesting witness should be that of his private residence. If he was all day at the place which he gave as his address, so that letters would reach him there, his lordship thought that would be a sufficient address. But the other objection was much more serious. In order to deal with that

objection, it was necessary to look at the best judicial guide, and he could not do better than read what Lord Macnaghten said in the House of Lords in *Thomas* v. *Kelly* (13 App. Cas., at p. 519). He said: "The Act gives a form of bill of sale, and declares that 'a bill of sale made or given by way of security for the payment of money by the grantor thereof shall be void, unless made in accordance with the form in the schedule to this Act annexed.' This section seems to me to deal with form, and form only. So purely is it, I venture to think, a question of form, that I should be inclined to doubt whether a bill of sale would not be void which omitted the proviso referring to section 7, though I cannot see that the omission would alter the legal effect of the document in the slightest degree, or mislead anybody. It has been held, and I think rightly, that section 9 does not require a bill of sale to be a verbal and literal transcript of the statutory form. The words of the Act are 'in accordance with the form,' not 'in the form.' But then comes the question, When is an instrument which purports to be a bill of sale not in accordance with the statutory form? Possibly when it departs from the statutory form in anything which is not merely a matter of verbal difference. Certainly I should say when it departs from the statutory form in anything which is a characteristic of that form." One of the most important characteristics of the statutory form was the name of the grantee. There must be no ambiguity about it—nothing which could give rise to any serious ambiguity. The present bill of sale was in a printed form, which was certainly not the form given in the schedule to the Act of 1882. The grantee was described as "the Discount Bank of London, of which said bank Lewis Simmons is the sole proprietor." There was a marked distinction between the bank and Simmons himself. The bank was one thing, he was another. He was the proprietor of the thing which was described as "the Discount Bank of London." Identity was not asserted, but difference was implied. A man could not be the proprietor of himself. The court was invited to say that the words meant the same thing as "Simmons trading as the Discount Bank of London." But that was not what was said, and there must be some extrinsic evidence to prove it. The same distinction ran through the deed. Could the court, apart from any extrinsic evidence, conclude—must it be drawn irresistibly to the conclusion from what appeared in the document itself—that Simmons was the same person as the Discount Bank of London, and that Simmons was the grantee? This could not be found out from the deed itself. Simmons had chosen not to say so, but rather to hide the truth, for reasons which were pretty obvious. On this ground his lordship thought that the bill of sale was not in accordance with the statutory form, and was therefore void. LOPES and KAY, L.JJ., gave judgment to the same effect, each expressing dissent from the ground of the decision of North, J.—COUNSEL, *Bosanquet*, Q.C., and *Holmes Poulter*; *Napier Higgins*, Q.C., and *Ingpen*; *Alexander*. SOLICITORS, *Leggatt, Rubinstein, & Co.*; *H. S. Simmons*.

BEAUCLERK *v.* **BEAUCLERK**—No. 2, 19th January.

HUSBAND AND WIFE—DIVORCE—PETITION BY WIFE—ADULTERY AND CRUELTY OF HUSBAND—DELAY IN APPLICATION TO COURT.

This was an appeal by a wife from the dismissal of Butt, J., of her petition for the dissolution of her marriage on the ground of her husband's adultery and cruelty. The suit was undefended. The marriage took place on December 1, 1858. The petitioner alleged that her husband had in 1865 committed adultery with a woman specified; that in 1869, 1870, and 1871 he had as a mistress another woman whose full name was unknown to her; and that, from 1872 down to the time of presenting the petition, he was keeping a third woman. The petitioner and the respondent separated by deed in 1870, and under the deed the sum of £1,000 a year was secured to the petitioner. The husband and wife had not lived together since that time, and no proceedings had been taken by the wife till she presented her petition in this suit. Her explanation of this long delay in suing for a divorce was, that she desired to give her husband an opportunity of repenting, and also that she did not wish to take proceedings until she could have the opinion of her son on his reaching his majority in 1887. No cruelty in the shape of actual violence was alleged in the petition, or spoken to by any witness examined; but the court was asked to hold that the husband's immorality in living with successive mistresses, in making the petitioner acquainted with the circumstance that he was doing so, and in his neglect of her as a wife, amounted to cruelty within the meaning of section 27 of the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85). The fact that the husband had been proved to have committed adultery as recently as 1889 was relied upon as reviving the previous acts of cruelty. *Kelly* v. *Kelly* (2 P. D. 31) was relied on for the petitioner. The case being undefended, Butt, J., directed the papers to be laid before the Queen's Proctor, and the point was argued by counsel for him. Butt, J., then held that the conduct of the husband did not amount to legal cruelty, and on that ground he refused to make a decree. He expressed no opinion as the effect of the wife's delay in taking proceedings. Section 31 of the Act empowers the court to pronounce a decree declaring a marriage to be dissolved, but contains a proviso that the court shall not be bound to pronounce such decree "if the petitioner shall, in the opinion of the court, have been guilty of unreasonable delay in presenting or prosecuting" the petition.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) affirmed the decision on the ground of delay, without deciding whether there had been cruelty. LINDLEY, L.J., said that it was not necessary to decide whether such a case of cruelty had been shewn as was required by section 27 of the Matrimonial Causes Act, 1857. His lordship would assume that, making allowance for all the circumstances, the case was a little on the petitioner's side, and that there had been such misconduct on the part of the husband as had a prejudicial effect on the wife's health to his knowledge. His lordship referred to the above provisions in section 31, and said that, *primâ facie*, twenty years was an unreasonable delay. There must be some explanation—some kind of excuse. That which the petitioner had said was all the explanation which the court had. If the court were to hold that such reasons were satisfactory, there would be no case in which an excuse for delay could not be shewn. The court was not bound to grant the petitioner the relief she claimed, and his lordship did not think it would be right to do so in the present case. If a petitioner had a case of this nature and chose to lie by for twenty years and then commence proceedings, the inevitable conclusion was, that there were some reasons in the background of which the court was not made aware. It appeared to his lordship that it would be wrong in the face of such a delay to accede to the petitioner's application. LOPES, L.J., concurred. He expressed no opinion whether the facts raised a case of legal cruelty. The court had, under section 31, a discretion to refuse relief in a case in which there had been unreasonable delay. He thought the explanation given altogether inadequate. KAY, L.J., entirely agreed that the delay of twenty years was unreasonable. It, therefore, followed that the discretion of the court to refuse to pronounce a decree of dissolution of the marriage was exercisable. The effect of delay in commencing litigation generally was that it very much impaired the memory of the witnesses, and, further, that witnesses who might have been living had died in the interval. This was an undefended suit. The husband might have chosen to defend, if there had been no delay in instituting it. Witnesses who might have rebutted the evidence adduced on behalf of the petitioner might not now be alive to do so. The memory of witnesses might be impaired by the delay. The learned judge before whom the case was tried had had the advantage of hearing what the witnesses had to say. He had decided that it was not a case in which he ought to exercise his discretion by making the decree asked for. When a judge of experience, after hearing the witnesses, had dealt in that way with the discretionary power conferred upon him, it would require a strong case to induce this court to interfere with his decision. This was not a case in which protection was wanted by the wife. A separation had taken place in 1870. The separation deed provided against molestation of the petitioner by her husband. The only child of the marriage had been then committed to her custody, and in her custody it had since remained. The husband had not in any way interfered with the petitioner or molested her. There was no suggestion that it was for the purpose of the protection of herself or her child that a divorce was required. It was certainly the duty of the court to discourage a petition for divorce after such a long and unexampled delay, for which there seemed to his lordship to be no satisfactory explanation.—COUNSEL, *Sir Charles Russell*, Q.C., *Inderwick*, Q.C., and *Temple Franks*; *Sir Edward Clarke*, S.G., and *Bargrave Deane*. SOLICITORS, *Lewis & Lewis*.

BELLAMY *v.* **DEBENHAM**—No. 2, 16th January.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—CONTRACT CONTAINED IN LETTERS—RESCISSION.

This was an appeal from a decision of North, J. (34 SOLICITORS' JOURNAL, 638, 45 Ch. D. 481). The action was brought by a vendor to enforce the specific performance of an agreement by the defendant for the purchase of a freehold house and grounds, situate at Cheshunt, for the price of £800. The contract for purchase was alleged to be contained in two letters, dated respectively April 17 and April 18, 1889. By the first of these letters, written by the defendant to an agent of the plaintiff, the defendant offered "£800 for the freehold of the house, with possession at Midsummer, assuming that the title is satisfactory." There had been previous correspondence, in which the defendant had stated that he wanted the house for the purposes of a hospital, for the committee of which he was acting, but in the letter of April 17 he said that he was prepared to offer the £800 himself, and run the risk of inducing the committee to take it off his hands. By the letter of April 18 the plaintiff's agent accepted the offer, "subject to the owner's ratification." This ratification was afterwards given by the plaintiff, and this fact was communicated to the defendant by a letter from the plaintiff's agent on April 25. On April 29 the defendant replied that the committee had decided not to buy the property, so that the contract must be made out in his name. A draft contract was then sent to the defendant, which contained certain special conditions as to title, and provided that the property should be sold subject to the existing tenancy. After some further correspondence the defendant's solicitor wrote to the plaintiff's solicitors that he was sorry he could not advise the defendant to go on with the negotiation. "Two points," he said, "were of the greatest importance—that there should be clear possession on June 24, and a title that trustees could accept." On May 18 the plaintiff's solicitors sent an abstract of title to the defendant's solicitor. On May 20 the defendant's solicitor wrote a letter, in which he said:—"I see there is this fatal objection, that your client has not the mines and minerals. The minerals are very valuable in Cheshunt. I am very sorry not to do business; but I cannot possibly advise my client to go on with the matter. I return the draft contract and abstract." The plaintiff then entered into negotiations with the lord of the manor for the purchase of the minerals, and an agreement for that purpose was come to some time in the following September. North, J., held that the letters of April 17 and 18 formed a good contract, but that the plaintiff had by his conduct disentitled himself to specific performance. His lordship did not decide the question, whether the objection as to the minerals entitled the defendant to rescind the contract.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) affirmed the decision, on the ground that the defendant was entitled to rescind, and that he had rescinded, the contract. LINDLEY, L.J., said that he would assume, without deciding the point, that the letters amounted to an agreement for the

sale and purchase of the property. No day was fixed in terms for the completion of the purchase, but the contract was dated in April, and the time fixed for giving possession was June 24. That day was the last day which could be considered a reasonable time for completion. In truth the house was not an ordinary freehold house, but it was built on land which had been formerly copyhold and had been enfranchised, and the mines and minerals did not belong to the vendor. The vendor had not got that which he had contracted to sell. As soon as the purchaser discovered that, he repudiated his liability to complete the contract, and he had never since flinched from that position. That he had a right to repudiate was clear from *Farrer* v. *Nash* (35 Beav. 167), *Weston* v. *Savage* (10 Ch. D. 736), *Brewer* v. *Broadwood* (22 Ch. D. 105), and *Re Head's Trustees* (45 Ch. D. 310). This disposed of the claim for specific performance. As to damages, his lordship was not prepared to say that, if the plaintiff had been ready and willing to complete his contract on June 24, the defendant might not have been liable for damages, but the plaintiff was not ready and willing. LOPES and KAY, L.JJ., concurred.—COUNSEL, *Napier Higgins*, Q.C., and *Medd*; *Cozens-Hardy*, Q.C., and *MacSwinney*. SOLICITORS, *R. W. Childs, Batten, & Harling*; *T. G. Bullen*.

Re **DICK, LOPES** *v.* **HUME-DICK**—No. 2, 16th January.

TRUSTEES—POWERS OF INVESTMENT—POWER TO VARY SECURITIES—INSTRUMENT CREATING TRUST CONTAINING NO POWER TO VARY—TRUST INVESTMENT ACT, 1889, ss. 3, 6.

In this case an important question arose as to the powers of trustees under the Trust Investment Act, 1889. Quintin Dick, by his will dated August 30, 1844, gave all his real and personal estate to his executors and trustees therein named, upon trust to convert into money such part of the same (not being plate, books, pictures, and jewels) as should not consist of money or securities for money or Government securities, and to invest the same in the public stocks or funds of Great Britain, and to stand possessed of the same, and all other his residuary estate upon trust, with the consent in writing of such person or persons as should from time to time be entitled to the use and enjoyment of the income of the said residuary estate, according to the limitations thereinafter mentioned, to lay out and invest the same residuary estate, or part thereof, in the purchase of freehold lands of inheritance in Ireland as therein mentioned, to be vested in the trustees upon the trusts and to and for the uses, &c., therein mentioned. The will contained no power to vary investments. The testator died on March 26, 1858. The testator's residuary estate was of great value. Part of it had been invested in the purchase of land in Ireland, but there still remained large sums of Government stocks in the names of the trustees. The trustees of the will had been requested by the first tenant for life of the residuary estate to sell a sufficient amount of the Government stocks to raise the sum of £106,900 cash, and to invest this sum upon mortgages of freehold estates in the county of Wilts. This was an originating summons by the trustees to determine the question whether they had power to make the proposed investment. The question turned upon the construction of sections 3 and 6 of the Trust Investment Act, 1889. Section 3 provides:—"It shall be lawful for a trustee, unless expressly forbidden by the instrument (if any) creating the trust, to invest any trust funds in his hands in manner following, that is to say." The section proceeds to enumerate a series of investments, including Parliamentary stocks, public funds, and Government securities of the United Kingdom, and real or heritable securities in Great Britain or Ireland, and it concludes thus:—"And also from time to time to vary any such investment." By section 6 "This Act shall apply as well to trusts created before as to trusts created after the passing of this Act, and the powers hereby conferred shall be in addition to the powers conferred by the instrument, if any, creating the trust." Stirling, J., in chambers, held, on the authority of the opinion expressed by North, J., in *Re The Manchester Royal Infirmary* (43 Ch. D. 420), that the trustees, having no power under the will to vary investments, were not authorized to sell out existing investments for the purpose of investing the proceeds in the manner sanctioned by the Act.

THE COURT (LINDLEY, FRY, and KAY, L.JJ.), reversed the decision. LINDLEY, L.J., said that the question was one of great importance, not only to the parties, but to all trustees having money to invest. The trustees in this case had considerable sums of money invested, and properly invested, in Government securities under the trusts of the will, but they had no power to vary investments. The Government had recently reduced the interest payable on Government securities, and in consequence of that reduction it became desirable to extend the powers of investment allowed to trustees. That was the general object of the Act of 1889. The material sections were sections 3 and 6. Section 6 said in plain language that the Act should apply to instruments made before the Act. The Act was made retrospective purposely and justly. Then section 3 empowered a trustee, unless expressly forbidden by the instrument creating the trust, to invest any trust funds in his hands in the manner specified by the Act. His lordship thought that those words meant trust funds awaiting investment. Then followed a large selection of investments, and the concluding words of the section were, "and also from time to time to vary any such investment." Those words were not in Lord St. Leonards' Act. Therefore *Re Warde* (2 J. & H. 191), whether it was right or wrong, was not an authority on the Act of 1889. Those words were capable of being read in two ways. One construction was that the power should apply only to investments made under the Act; the other construction was that it should apply to all investments referred to in the section (whether made under the Act or not). There was no authority against that construction except an intimation of opinion by North, J., in *Re Manchester Royal Infirmary* (34 SOLICITORS' JOURNAL, 142, 38 W. R. 460, 43 Ch. D. 420), and that view appeared to have been adopted by the learned judge in deference to the decision of Wood, V.C., in *Re Warde*. Having regard to the object of the Act of 1889, his lordship thought that the latter construction was the right one, and that the appeal ought to be allowed. FRY and KAY, L.JJ., concurred.—COUNSEL, *Phipson Beale*, Q.C., and *Farwell*; *Cozens-Hardy*, Q.C., and *Beaumont*; *Hornell*. SOLICITORS, *Arnold & Henry White*; *Munns & Longden*.

High Court—Chancery Division.

Re **ELLIOTT, ELLIOTT** *v.* **ELLIOTT**—North, J., 16th January.

WILL—BEQUEST TO "SUPERSTITIOUS USE"—GIFT TO PERSONS IN FOREIGN COUNTRY—TESTATOR DOMICILED IN ENGLAND—1 EDW. 6, c. 14.

The question in this case was, whether a gift by will to a "superstitious use" was valid, it being made to persons resident abroad. The testator was domiciled in England. By his will he made the following bequest:—"I give, devise, and bequeath unto the priests of the Society of Jesus at Richmond, Victoria, £1,000 sterling to be spent in masses for the repose of the soul of my late wife, Catherine Elliott, and my own." It was contended on behalf of the legatees that, according to the law of Victoria, the gift was good, and that it, not being in its nature bad, or in any way immoral, ought to be treated as valid.

NORTH, J., held that the gift was governed by the rule of law that the devolution and transmission of personal estate must follow the domicil of the person from whom the property devolves or is transmitted, and that the law of the place where the donee was domiciled did not affect the matter. He declared that the gift was invalid.—COUNSEL, *Theobald*; *Burleigh Muir*; *Swinfen Eady*; *Woodroffe*; *Richard Muir*; *G. J. Duncan*. SOLICITORS, *Morrisons*; *Lee, Ockerby, & Everington*; *Stanley & Woodhouse*.

HAMILTON *v.* **BROGDEN**—North, J., 16th January.

PRACTICE—RECEIVER—EQUITABLE EXECUTION—DISCOVERY IN AID OF EXECUTION—R. S. C., XLII., 32.

This was an application by the plaintiffs for the appointment of a receiver by way of equitable execution, and for an order for discovery in aid of execution. The plaintiffs were the existing trustees of a settlement; the defendants were former trustees. The plaintiffs had, under Order 14, obtained (see *ante*, p. 55) an order for the payment of a sum of money by the defendants in respect of a breach of trust committed by them. The plaintiffs had not yet realized anything under the order, though they had endeavoured to levy execution on some furniture which they alleged to belong to one of the defendants, and also to obtain equitable execution against some shares in a joint-stock company which stood in the name of that defendant, but the title of the defendant to both the furniture and the shares was in dispute. It was known that this defendant was a director of several companies, and that the other defendant was the director of a company. The plaintiffs now applied for the appointment of a receiver by way of equitable execution, to receive and get in all debts and sums of money which were or might become payable to, and all other property and effects of, the defendants (other than the furniture and shares already taken in execution), and that one of the defendants might be ordered to attend before an examiner to be examined as to his property. Rule 32 of order 42 provides that "when a judgment or order is for the recovery or payment of money, the party entitled to enforce it may apply to the court or a judge for an order that the debtor liable under such judgment or order . . . be orally examined, as to whether any and what debts are owing to the debtor, and whether the debtor has any and what other property or means of satisfying the judgment or order, before a judge or an officer of the court as the court or judge shall appoint; and the court or judge may make an order for the attendance and the examination of such debtor, or of any other person, and for the production of any books or documents."

NORTH, J., held that it would be contrary to the practice to appoint a receiver, not of any specific property of a debtor, but of his property generally, and he refused to appoint a receiver as asked. But his lordship made an order for the attendance of the defendant before the examiner for examination as to his property.—COUNSEL, *A. Hopkinson*; *Mulligan*; *Levett*. SOLICITORS, *Rowcliffes, Rawle, & Co.*; *Smiles & Co.*; *C. & S. Harrison & Co.*

MACGILLIVRAY *v.* **CAMERON**—North, J., 14th January.

PRACTICE—PAYMENT OF MONEY OUT OF COURT—PAYMENT TO SCOTCH "JUDICIAL FACTOR"—JUDICIAL FACTORS (SCOTLAND) ACT, 1889 (52 & 53 VICT. c. 39), s. 13.

This was a petition for the payment of money out of court. The fund formed part of the personal estate of Elizabeth Cameron, a domiciled Scotchwoman, who died in Scotland in 1831. She made a will by which she appointed executors, but they were all dead, and she had no legal personal representative. The petitioner was the "judicial factor" of her estate, and he had been so appointed in July, 1890, by an order of the Court of Session in Scotland, made on the application of persons beneficially interested in the estate. The fund in court had been set apart to answer an annuity bequeathed by the will of John Mackenzie, who died in 1829. Subject to that annuity, the fund was given to Elizabeth Cameron. The annuitant died in 1889. The petitioner asked that the fund might be paid out to him. He founded his title upon section 13 of the Judicial Factors (Scotland) Act, 1889, which provides that "an official extract of the appointment of any judicial factor, trustee, tutor, curator, or other person judicially appointed and subject to the provisions of the recited Acts or of this Act, shall have throughout the British dominions as well out of Scotland as in Scotland, the full force and effect of an

assignment or transfer, executed in legal and appropriate form, of all funds, property, and effects, situated or invested in any part of the British dominions, and belonging to or forming part of the estate under his charge; and all debtors and others holding any such funds, property, or effects, shall be bound, on production of such official extract, to pay over, assign, or transfer the same to such judicial factor, trustee, tutor, curator, or other person."

NORTH, J., held that the petitioner was entitled to have the fund paid out to him.—COUNSEL, *Cozens-Hardy*, Q.C., and *Peck*. SOLICITORS, *Iliffe, Henley, & Sweet*.

Re **THE SENSITIZED OPAL CARD CO.**—North, J., 14th January.

WINDING UP—JURISDICTION—PAID-UP CAPITAL UNDER £10,000—REGISTERED OFFICE IN METROPOLITAN DISTRICT—PETITION PRESENTED BEFORE, BUT NOT HEARD TILL AFTER, THE 1ST OF JANUARY, 1891—COMPANIES (WINDING-UP) ACT, 1890, S. 1—GENERAL RULES OF 29TH NOVEMBER, 1890.

This was a petition for the compulsory winding up of a company, and a question arose as to jurisdiction. The petition was presented to the Chancery Division of the High Court in December, 1890, but it did not come on to be heard till to-day. The company's registered office was within the district of the London Bankruptcy Court. The nominal amount of the capital was £8,000, but the shares had not all been issued. Those which had been issued had been paid up in full. Section 1 of the Companies (Winding-up) Act, 1890, provides, by sub-section 3, that "where the amount of the capital of a company, paid up or credited as paid up, does not exceed £10,000, and the registered office of the company is situate within the jurisdiction of a county court having jurisdiction under this Act, a petition to wind up the company, or to continue the winding up of the company under the supervision of the court, shall be presented to that county court," and by sub-section 5, "the Lord Chancellor may by order exclude a county court from having jurisdiction under this Act, and for the purposes of such jurisdiction may attach its district, or any part thereof, to the High Court or to any other county court, and may revoke or vary any such order. In exercising his powers under this section the Lord Chancellor shall provide that a county court shall not have jurisdiction under this Act unless it has for the time being jurisdiction in bankruptcy." By rule 180 of the General Rules, dated the 29th of November, 1890, made under the Act by the Lord Chancellor, with the concurrence of the President of the Board of Trade, "The rules contained in the General Order of the Court of Chancery of 1862, and the forms prescribed by such rules, shall, from and after the commencement of these rules" (that is, the 1st of January, 1891), "cease to have effect or apply in the winding up of any company wound up under the order of the court where the winding-up order is made after the 31st of December, 1890." On the same day two orders were made by the Lord Chancellor alone. The first of these was made under sub-section 5 of section 1 of the Act, and it provides that "a county court which, at the time of the coming into operation of the Companies (Winding up) Act, 1890, is excluded from having jurisdiction in bankruptcy, shall be excluded from having jurisdiction under the Companies (Winding up) Act, 1890, until further order, and the district of any such county court shall, for the purposes of jurisdiction under the Companies (Winding up) Act, 1890, be attached until further order to the court to which the district is attached at the time of the coming into operation of this Act for the purposes of jurisdiction in bankruptcy." The second of these orders was made under section 2 of the Act, and it provides "that, on and after the 1st of January, 1891, the jurisdiction of the High Court under the Companies (Winding up) Act, 1890, shall, until further order, be exercised by the judges of the Chancery Division, to whom, for the time being, chambers are attached, and such judges shall, on and after the day aforesaid, and until further order, be the judges of the High Court assigned for the purpose of that jurisdiction pursuant to the Companies (Winding up) Act, 1890."

NORTH, J., held that, by the combined operation of these two orders of the Lord Chancellor, the jurisdiction to make a winding-up order in the present case was in the Chancery Division of the High Court, and that the order must be made under the Act of 1890. And he made the order accordingly.—COUNSEL, *T. Ribton; Chadwyck-Healey*. SOLICITORS, *Pisse & Son; J. T. Miller*.

THE COURT BUREAU (LIM.)—Stirling, J., 14th January.

PRACTICE—COMPANY—WINDING UP—"SEAL OF THE COURT"—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. C. 63), GENERAL RULES 3, 35, APPENDIX, FORM 14.

Rule 3 of the General Rules made pursuant to section 26 of the Companies (Winding-up) Act, 1890, is as follows:—"(1) The forms in the Appendix, where applicable, and, where they are not applicable, forms of the like character, with such variations as circumstances may require, shall be used." Rule 35 is headed, "[Service of Petition, Forms 14 and 15]," and provides for the service of the petition. Form 14 in the Appendix, for affidavit of service of petition on members, officers, or servants, contains this paragraph:—"That I did, on day, the day of , 189 , serve (name and description), a member (or officer) (or servant) of the said company, with a copy of the above-mentioned petition, duly sealed with the seal of the court, by delivering the same personally to ," &c. The next paragraph of the same form contains these words:—"Leave there a copy of the above-mentioned petition, duly sealed with the seal of the court"; and paragraph 3 thereof contains similar words; and paragraph 4 is: "A sealed copy of the said petition is hereunto annexed." Upon application made at the registrar's office to seal a petition with the seal of the court, it was found that there was no such seal, but only the stamp in use by the registrar and that also in use by the entry clerk. The petitioner now applied for directions as to what seal should be used, or for leave to omit the words referring thereto from the affidavit.

STIRLING, J., said that he would not give leave to omit the words from the affidavit, but that, in his opinion, the omission of these words would not vitiate the proceedings if the service of the petition and affidavit of service were in conformity with the practice before the Act of 1890.—COUNSEL, *A. Emden*. SOLICITORS, *Nash, Field, & Withers*.

TRENCH *v.* **HEATHCOTE**—Kekewich, J., 14th January.

APPOINTMENT—VOID REMAINDERS—LIFE INTERESTS AND REVERSIONARY INTERESTS IN DEFAULT OF APPOINTMENT—HOTCHPOT CLAUSE—IMMEDIATE VALUATION OF LIFE INTERESTS.

The testator by his will appointed, under a power conferred by a settlement, certain funds upon trust to pay the income of one moiety thereof to his daughter Helen for life, and the income of the other moiety to his daughter Margaret for life, with remainders over. All the remainders were held to be void, but the life interests of the daughters were upheld, the result being that, under the settlement, the funds, subject to the life interests of the daughters, went, in default of appointment, to the testator's children, to sons at twenty-one years of age and to daughters at twenty-one or marriage, in equal shares. The testator had three sons, two of whom had attained twenty-one, and the above-named two daughters, who were still infants and unmarried. The settlement contained a hotchpot clause, which provided that no child who took any part of the funds under the power of appointment should take any part of the unappointed funds without accounting for his or her appointed share.

KEKEWICH, J., said that the life interests of the daughters must be brought into hotchpot, and that the children who took in default of appointment were entitled to know now what their interests were. The life interests must be at once valued as at the death of the testator; and his lordship directed a reference to chambers for that purpose, and to ascertain the shares of the children in the unappointed reversionary funds, having regard to the values of the life interests and the hotchpot clause.—COUNSEL, *Renshaw*, Q.C., and *M. Ingle Joyce; Sargant; Warmington*, Q.C., and *Percival; Carson* and *A. L. Ellis*. SOLICITORS, *Littledale & Lefroy; W. Carey Morgan; Houseman & Co.*

COX *v.* **BENNETT**—Kekewich, J., 21st January.

ADMINISTRATION ACTION—MARRIED WOMAN—ORDER FOR PAYMENT OF COSTS BY HER—RESTRAINT ON ANTICIPATION.

An order had been made, on an application in this administration action, for the payment of the trustees' costs of the application by M., a married woman, whose life interest in the property, the subject of the action, was subject to a restraint upon anticipation, and limiting execution to her separate property not subject to restraint against anticipation. This was a summons by the trustees of the testator's estate asking for liberty to retain the amount of these costs out of income in their hands which had accrued previous to the date of this order. It was argued on behalf of M. that this income, being future income at the date of the commencement of the administration action, was subject to the restraint upon anticipation, and could not be retained by the trustees.

KEKEWICH, J., said that the date of the order in the action was the date which was to be looked at; the particular application on which that order was made took the place of the institution of proceedings referred to by Cotton, L.J., in *Re Glanvill* (31 Ch. D. 539). The application of the married woman had caused those costs, and upon it the claim of the trustees for costs depended. Theee costs having been ordered to be paid, and there being in the hands of the trustees moneys free from the restraint upon anticipation, those moneys were on general principles applicable to indemnify the trustees.—COUNSEL, *Renshaw*, Q.C., and *Bramwell Davis; Freeman; Mulligan*. SOLICITORS, *D. Stock; Mackinnon, Carpenter, & Son; R. T. Webster*.

COOKE *v.* **SMITH**—Kekewich, J., 20th January.

PRACTICE—DISCOVERY—SECURITY FOR COSTS—APPLICATION FOR FURTHER SECURITY—R. S. C., XXXI., 26, 27; LXV., 6.

In this case the usual order for discovery of documents had been obtained by the plaintiffs, who had paid into court, previous to their application, the sum of £5 required by ord. 31, r. 26, as security for costs. The defendants now applied for further security against the costs which it was alleged would be incurred by reason of the extent of the discovery asked for and the immense number of documents required to be inspected by the plaintiffs. To this application the preliminary objection was taken by the plaintiffs that it should have been made when the order for discovery was obtained.

KEKEWICH, J., said that the reason of the practice established by the orders was that it tended towards the administration of justice that discovery should not be ordered without payment into court of an adequate sum, which should not be less than £5, and might be such as the court should think fit. It was desirable, as a matter of convenience, that the court should not be bound when the application for discovery was made to finally decide what amount of security should be given, since enormous delay might be caused in ascertaining what documents were liable to be discovered, so that the court might be able to determine what would be adequate security, and the costs of so doing would be thrown away if discovery were not ordered. There was no restriction in the order as to the time when further security should be ordered. There was no doubt that the court might order a further sum to be paid into court, and his lordship thought that that might be done whenever the circumstances brought

before the court required it. It was not intended that the sum of £5 should cover the costs of discovery; it was rather a guarantee of *bona fides* on the part of the party seeking discovery.—Counsel, *Renshaw*, Q.C., and *Farwell*; *L. Saunderson*; *Mansfield*. Solicitors, *Currey*, *Holland*, & *Currey*; *Redpath*, *Holdsworth*, & *Marshall*; *Trass* & *Jarmain*.

High Court—Queen's Bench Division.

WESTMORE *v.* **PAINE**—21st January.

Summary Jurisdiction Acts—Appeal by Special Case—Notice of Appeal—Application in Writing to the Court—Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), s. 33—Summary Jurisdiction Rules, 1886, r. 18.

The question in this case was whether the court had jurisdiction to hear the appeal under the following circumstances. The appellant was convicted before a court of summary jurisdiction, composed of five justices of the borough of Dover, of having unlawfully continued to wilfully neglect his duty as a seaman, contrary to section 243 of the Merchant Shipping Act, 1854. Immediately after the decision counsel for the appellant applied orally for a case to be stated on certain questions of law which arose during the hearing, and the court acceded to the application. Within seven days after the hearing the appellant served upon two of the justices who had heard the information a written application asking them to state a case; a copy of the application was served also upon the clerk of the court. The two justices who were served with the application stated this case, subject to the opinion of the court as to whether they had jurisdiction to do so. No objection was made by the respondents to the hearing of the appeal. Rule 18 of the Summary Jurisdiction Rules, 1886, provides that "an application to a court of summary jurisdiction under section 33 of the Summary Jurisdiction Act, 1879, to state a special case shall be made in writing, and a copy left with the clerk of the court, and may be made at any time within seven clear days from the date of the proceeding to be questioned." *Lockhart* v. *The Mayor, &c., of St. Albans* (36 W. R. 800, 21 Q. B. D. 188) was referred to.

Pollock, B., said that it was no doubt a matter of regret to both parties that the court had no power to hear the case. But the court was bound by the rules, which laid down certain conditions precedent to the hearing of these appeals. These appeals by special case were entirely the creatures of statute, and they were governed by the statute and the rules made under it. Rule 18 was extremely clear. In the present case a copy of the application certainly had been left with the clerk of the court, but that was not a written application to the court; that was merely a matter of convenience, and could not affect the necessity for making the application according to the rules. There must be an application in writing and made to a court, and that the person desiring to have the case stated must serve each member of the court with his application was obvious. In the present case an oral application was made to the court, but the written application was served upon two only out of the five justices who composed the court, and at their respective houses. It was argued that two justices could state the facts proved and the decision come to by the court; but there might be differences of opinion, and it could not be supposed that a case which was to be stated by a court could properly be stated by two members of that court. In *The South Staffordshire Waterworks Co.* v. *Stone* (19 Q. B. D. 168, 35 W. R. Dig. 110) it was clear that Lord Coleridge, C.J., considered that the statutory conditions of appeal were conditions precedent, and must be complied with before an appeal could be heard. In *Ex parte Curtis* (26 W. R. 210, 3 Q. B. D. 13) Cockburn, C.J., was of opinion that "the court" meant "the particular justices who convicted." It was clear that the present appeal had not been brought in such a way as to enable the Divisional Court to hear it. Charles, J., concurred. Appeal dismissed.—Counsel, *Corrie Grant*; *Finlay*, Q.C., and *Hon. J. W. Mansfield*. Solicitors, *Shaen*, *Roscoe*, *Massey*, & *Co.*; *Bower*, *Cotton*, & *Bower*, for *Mowll* & *Mowll*, Dover.

RATHBONE *v.* **ROSS**—19th January.

Employers' Liability Act, 1880 (43 & 44 Vict. c. 42), s. 7—Notice of Injury—Death of Employer—Service addressed to Firm.

This was an appeal from a judgment of his Honour Judge Powell, at the Lambeth County Court, nonsuiting the plaintiff. The action was brought under the Employers' Liability Act, 1880, for compensation for injuries sustained by a workman, and the question raised was as to the sufficiency of the notice given by the plaintiff under section 7 of the Act. Mr. Ross, the principal partner in the firm, had died about six months before the accident to the workman, and the business was carried on by the trustees under his will, and in the same name as before. The notice of injury was enclosed in a registered letter addressed to "Mr. William Ross, Horseshoe Wharf, &c.," that being the name in which and the place where the business was carried on. The notice was received by a clerk at the counting-house, and by him sent on to an employers' insurance society; one of the trustees was informed of this. The county court judge held that there had been no notice to the employers within the meaning of section 7, and that the action would not lie. On appeal by the plaintiff

Pollock, B., held that the notice was good. The question was who was the employer on whom the notice should be served. W. Ross was dead, and these trustees were carrying on the business under the name of W. Ross, and they were the persons who had to be served. The service was by registered letter and was received. There was clearly no "purpose of misleading" in the way the notice was sent, such as is mentioned in section 7, nor did it, in fact, mislead or prejudice the defendants in their defence. The action had originally been against W. Ross, but the claim had been amended so as to make the trustees parties; but that could not affect the validity of the notice. Charles, J., concurred. Appeal allowed.—Counsel, *Moyses*; *Tatlock*. Solicitors, *Bordman* & *Co.*; *Watson*, *Son*, & *Room*.

Solicitors' Cases.

SCHOLES *v.* **BROOK**—Romer, J., 21st January.

Mortgage—Valuation—Solicitor's Duty—Contractual Relation with Valuer—Negligence.

In this case, which was an action brought by a mortgagee against the valuers who valued the mortgaged property prior to the advance, and the solicitors who acted for her in the transaction, to make them liable to compensate her by reason of want of skill and breach of duty in the matter, the question arose to what extent solicitors so acting can be liable if the property turns out to be overvalued, and whether the valuers are liable, even though ostensibly to be paid by the mortgagor, though, in fact, out of the mortgage money. The facts shortly were these. The plaintiff being applied to for an advance on property consisting of houses at Middleton Junction, in the county of Lancaster, instructed the defendants Berry & Berry, as solicitors, to look into the matter and employ the defendants Brook & Dransfield, who were valuers, to value. This was done, and the latter reported that they valued the property at £1,736, and as good security for £1,100. The report was communicated to the plaintiff, who acted upon and advanced that sum. The property turned out of much less value, and this action was brought to render the valuers and solicitors liable therefor—the latter mainly on the ground that they ought to have suggested valuers carrying on business nearer than the other defendants, who were thirty miles off, and they omitted to say whether the report was a complete one, and did not inform the plaintiff of the previous prices given for the property, of which they knew.

Romer, J, said that in his view no substantial case had been made against the solicitors. The mortgage money had been advanced solely on the faith of the valuation, and the solicitors had been employed merely to carry out their ordinary duties, and, in his opinion, had fulfilled them. As to the solicitors having omitted to inform the plaintiff of the previous prices given for the property, they had called the valuer's attention to them, and knew that the plaintiff was relying on the valuation. That being so, they had done all that could be expected. With regard to the valuers, the case was different. Was there any contractual relation between them and the plaintiff? If there were, then they were bound to use reasonable skill; if not, they could only be liable for deceit. It was true they were to be paid, as usual, by the mortgagor, though, in fact, the fee would come out of the mortgage money; but it was clear they were to advise the plaintiff, and the valuers knew that this was to be so. The valuers thoroughly understood that the money was to be advanced on the footing of that valuation, and they were therefore bound to use due care and skill, and were liable for any loss which resulted from absence of them. If no contractual relation existed, then fraud would have to be proved; though it had been urged that even if no fraud existed they would be liable as having invited the plaintiff to act on their valuation. But *Peek* v. *Derry* put an end to any such contention. In the absence of fraud and contractual relation a plaintiff could succeed only (1) where one person invited another to go upon his premises, in which case the invitor must use reasonable care that the other person was not exposed to danger; (2) where a person became liable for using or leaving about an instrument dangerous in itself. After the case mentioned, *Cann* v. *Wilson* (39 Ch. D. 39) could not be considered an authority. However, on the facts he was of opinion that the contractual relation did exist, and that there had been a want of care and skill in preparing the valuation. The property had turned out worth only £722, and his lordship considered the damages amounted (there having been default in payment of principal and interest) to £1,310. The action would be dismissed as against the solicitors, but the valuers must pay that amount of damages, and costs, except so far as increased by joining the solicitors.—Counsel, *Lockwood*, Q.C., *R. M. Bray*, and *Hatfield Green*; *Tindal Atkinson*, Q.C., *Haldane*, Q.C., and *A. St. John Clerke*; *Neville*, Q.C., and *Oswald*. Solicitors, *Langlois* & *Biden*; *A. M. Bradley*.

At the Central Criminal Court, on the 16th inst., Mr. Justice A. L. Smith said that before beginning the business of the day he wished to express the regret of all the members of the court at the enforced retirement of Mr. Read (the Clerk of Arraigns) on the ground of failing health. Mr. Read had been connected with the court for a period of fifty years. About thirty years ago, when Mr. Henry Avory, whose name could never be mentioned without affection and regard both in that court and on the Home Circuit, was appointed Clerk of Arraigns, Mr. Read became deputy clerk; and on the lamented death of Mr. Avory in 1881 Mr. Read was appointed in his place. No one who had had any business transactions with Mr. Read could fail to entertain for him the greatest esteem for the efficient manner in which he discharged his duty. Looking back at his own experience in the years 1860 and 1861 he remembered Mr. Read being an officer of the old Home Circuit, during which period he had sought Mr. Read's advice on intricate points of the criminal law. Mr. Read was a man of very clear head, of keen intellect, and of retentive memory, and all those who sought his advice felt that they could always act on it implicitly. He believed that there was no court of the Queen in the realm which had had a more efficient officer than they had had. Mr. Read would take with him into his private life the good wishes of all, and they hoped he would be favoured with health in his retirement. Mr. C. Mathews, on behalf of the bar, and the Lord Mayor added testimonies.

RETAINERS.

REPORT of the Bar Committee on the rules as to retainers published by the Incorporated Law Society, the 15th of November, 1890, and purporting to be approved by the Attorney-General.

The communication from the Incorporated Law Society which the Bar Committee has considered is entitled "Rules of Practice relating to the Retainers of Counsel," and is stated to have been adopted by the council of the society, June 13, 1890, and approved by the Attorney-General, June 17, 1890. The Bar Committee must in the first place enter their decided protest against the assumption that it is in the power of the council of the society to frame rules of practice as to retainers of counsel, which will bind the bar, even though approved by her Majesty's Attorney-General. While fully recognizing the authority of the Attorney-General to determine questions arising on disputed retainers, the Bar Committee observe that neither the society nor the Attorney-General can legislate on the subject, and the approval of the Attorney-General must be taken to express his personal and individual opinion, which, though entitled to the highest consideration, has no official character and no representative authority, and will not bind any future holder of his office.

It has been brought to the attention of the Bar Committee that the Law Society's rules have been included in the supplement to the *Annual Practice* of Messrs. Snow, Burney, and Stringer, 1890-91. Of course, they receive no additional authority from being printed in that very useful publication, and they will not be binding on members of the bar until they have been generally accepted and recognized.

The Bar Committee proceed to consider how far the rules in question express the present practice, and to what extent the alterations proposed by the rules are in their opinion expedient.

Rule 1 contains a material alteration from the present practice. It states that "a general retainer applies, unless otherwise expressed, to all courts or tribunals, including the House of Lords and the Privy Council." It is not quite clear what is meant by tribunals as distinguished from courts, but the rule quoted, even if confined to courts, is not an accurate statement of the present practice. The Bar Committee believe that before the Judicature Act a general retainer applied only to the court or courts in which a counsel usually practised—*e.g.*, a general retainer to a common law counsel secured his services in the three common law courts only, and it was usual if it was desired to retain the counsel's services in the Court of Chancery as well as in the common law courts, to give two general retainers. Indeed, in the Court of Chancery, where leading counsel attached themselves to a particular branch of the court, a general retainer was considered to apply only to the particular branch to which the counsel was attached. Since the Judicature Act a practice seems to have grown up of regarding a general retainer as applicable to all the divisions of the High Court, and to the Court of Appeal. The Bar Committee understand that this practice has not been universally recognized, but they are not disposed to suggest any dissent from or disapproval of it. The Bar Committee, however, believe that neither before nor since the Judicature Act has an ordinary general retainer been understood to extend to the House of Lords or the Privy Council. It has, the Bar Committee believe, been the invariable practice to give a separate general retainer for the House of Lords, and also for the Privy Council. It may also be remarked that whereas the fee on an ordinary general retainer is five guineas only, the customary fee on a general retainer for the House of Lords or for the Privy Council is ten guineas.

The Bar Committee recommend the recognition of the practice of treating an ordinary general retainer, unless expressly limited, as applicable to all divisions of the High Court and the Court of Appeal, or, in other words, to the Supreme Court. But the question whether the present practice should be altered in the manner suggested in the proposed rules—namely, by extending the application of a general retainer to the House of Lords and the Privy Council, have been considered by the Bar Committee with some anxiety. The interests of the bar in this question are not in their opinion separable from those of their clients. They are not disposed to object to the proposed alteration on the mere ground of the difference in the fee at present payable on retainers in the House of Lords and Privy Council. They are of opinion that it ought not to be possible for any party on an appeal, by giving a general retainer, or otherwise, to secure the services of the counsel who has appeared for the opposite party in the court below, and received the confidence of his client, at any rate if the original client desires to have his services on the appeal. On the other hand, it must be remembered that it is not altogether for the interests of the client to widen the extent of a general retainer, as it would compel the client to give a brief on every occasion to the counsel retained on the penalty of losing the retainer. And this objection is not altogether removed by a suggestion which has been made, that the client can always renew his general retainer, because the client may in that case lose his priority.

On the whole, the Bar Committee consider that no alteration should be made in the present practice as to the extension of a general retainer to the House of Lords and Privy Council, but that it should be a recognized rule:—

(1.) That a party shall not on the ground of priority of a general retainer in the House of Lords obtain the services on appeal of a counsel who has appeared for his opponent in the court below, in case the original client desires to have the services of the counsel.

(2.) That no counsel who has appeared for either party in the court below shall accept a general retainer, or special retainer, or brief in the House of Lords for the opposite party, without giving the original client due notice.

The proviso to rule 5 raises a question which has been much controverted. The rule proposed to be laid down is undoubtedly vague, and is open to the objection that it practically leaves to the solicitor instructing counsel to define the extent of the retainer, and to say whether he shall be bound by it or not. In spite of these and other objections which have been stated, the Bar Committee cannot find that any practical inconvenience has arisen when the usage has been adopted, and they are not prepared to suggest any amendment to this or the similar rule 9. With regard to the latter rule, it appears to assume, contrary to the fact, that retainers are given to leading counsel only.

It does not appear whether in rule 8, "the whole progress of the action," is intended to include proceedings in the Court of Appeal. Your sub-committee think that it should.

In like manner it does not appear whether rule 14 is intended to apply to appeals to the Court of Appeal as well as those to the House of Lords. As already stated, the Bar Committee think that proceedings in the Court of Appeal should be considered as covered by the special retainer in the action, but not an appeal to the House of Lords, subject to the conditions expressed in their previous observations.

Rule 15, is also, in the opinion of the Bar Committee, new. The Bar Committee entirely accept the principle intended to be expressed by it, which has sometimes been described as "retainer by confidence," and which they believe has been recognized and acted on by the present and previous holders of the office of Attorney-General in decisions given by them. But they think that the rule is expressed in too wide terms, and that in its present form it might operate unfairly on counsel particularly on circuit, and in case of counsel in large business it would impose on counsel and on their clerks a duty which in many cases they ought not to be required and could not safely undertake to discharge. With regard to junior counsel who have been instructed to settle pleadings or advise on evidence and other questions in the initial stages of the action, they recommend the adoption of the rule, but with this addition—that as the client gets the benefit of a special retainer the counsel should have the same benefit and be entitled to a brief on the trial, or (in other words) be placed in the same position as if he had received a special retainer. But with regard to advice given generally different considerations occur. That a counsel who has received the confidence of his client should not place the knowledge thus acquired at the service of his client's opponent, is of course dictated by the plainest principles of honour and good faith. And the Bar Committee believe that the sense of fairness of counsel and solicitors and the power of referring to the Attorney-General in any doubtful case, are sufficient to prevent any such scandal arising. But many cases in which counsel are required to advise involve no confidence whatever — such as questions of construction of wills and other documents, or mere questions of law on admitted or assumed facts. Counsel in large practice are frequently called on to advise on a case submitted to them long before an action is commenced, or an appeal to the House of Lords or Privy Council is presented, and in some cases counsel may even, without any impropriety, have advised both sides. The clerk of such a counsel when offered a retainer or brief (say) on an appeal to the House of Lords or Privy Council searches his retainer book, and finds nothing which prevents his accepting it. He does not know and cannot discover from his books that counsel has at some former time advised on the case, because the case submitted may have been under a different name from the parties to the appeal, and the entry in the fee-book will not shew the subject-matter of the case; and, indeed, it is at least doubtful how far the duty of making such a search ought to be imposed on the clerk. It is only when counsel reads his brief on the eve of the hearing that he may be reminded that at some former time he advised somebody on the case. If in such a case the client who has taken the advice desires to have the services of the counsel in event of litigation or an appeal, it is not too much to ask that he should protect himself by giving a retainer. The Bar Committee feel the difficulty of putting into the form of a rule what they believe to be the well understood, though unwritten practice, that a counsel is not compellable, and ought not to accept a brief from one party which will involve a real breach of confidence towards another party. They, however, consider:

(1) That counsel cannot be required, on the ground of priority of general retainer or otherwise, to accept a special retainer or brief in any case in which they have previously advised the other party on the case.

(2.) That counsel ought not to accept a retainer or brief in any case in which the acceptance of the brief will involve a breach of confidence reposed in them by the opposite party in reference to the case.

It will be observed that in the latter case the proposed rules go beyond what is required by rule 15.

Rule 17 should read "in Parliament, House of Lords, and Privy Council."

17th December, 1890.

[For the Rules of Practice relating to the Retainers of Counsel adopted by the Council of the Incorporated Law Society, June 13, 1890, and approved by the Attorney-General, June 17, 1890, see 34 SOLICITORS' JOURNAL, p. 581.]

On the 20th inst., says the *St. James's Gazette*, Mr. Justice Stephen, before summing up in the special jury case of *Lee* v. *Hill and others*, said he had received a letter from a special juryman in waiting who wanted to be allowed to go. The writer observed that the Act of Parliament exempted pharmaceutical chemists, but did not exempt him; that he had been "kicking around" since Monday and ought now to be told to go. I must tell him, his lordship said, that he must stay, and that I think he ought not to have addressed me in such inelegant slang; also that he had better not "kick" either "around" or otherwise.

LEGAL NEWS.

OBITUARY.

Mr. JOHN STEWART, barrister, died on the 17th of November. He was called to the bar at Lincoln's-inn on the 26th of January, 1855. He was the eldest son of Mr. Duncan Stewart, Solicitor-General of the Island of Bermuda, and was born in 1822. He married on the 4th of January, 1859, Anne, fourth daughter of the late Mr. Thomas Forbes Winslow, of London.

Mr. WILLIAM MASON SCHARLIEB, barrister, died on the 9th inst., at the age of sixty-two. He was called to the bar at the Middle Temple on the 17th of November, 1865. He was presidency magistrate of Madras, and colonel of the Madras Volunteer Guards. He was the only son of Mr. Charles Scharlieb, of Madras.

Mr. CHARLES FREDERICK FORD, late clerk of the papers in the Probate Registry, Somerset House, died on the 6th inst., in his eightieth year. He was a civil servant for fifty-seven years, having entered the old Prerogative Office, Doctor's-commons, so long ago as September, 1830. By his retirement in 1888 the Probate Registry lost its oldest servant, and one of the few remaining links which connect the present age and system with the past was severed. The death at the present time of a man who was acquainted with the old state of things as described by Dickens in "David Copperfield," and knew the originals of the characters portrayed under assumed names in one of the "Sketches by Boz," and who knew the late Sir John Rolt when that judge was a proctor's clerk in the Commons, is a matter of interest. Mr. Ford was a man whom to know was to like, although his earnestness of purpose and integrity of motive may not through his long life have always met with fitting appreciation.

Mr. JOHN DOWNES, solicitor, of Nantwich, died on the 23rd of December last. He was admitted a solicitor in Hilary Term, 1830, but though he took great interest in his profession, he never sought or invited practice. He was lord of the manor of Barrett's Poole and Pulcroft, which had belonged to his maternal ancestors for centuries. He himself belonged to an ancient stock, which can be traced back to the fifteenth century. The burial took place at Acton on the 28th ult.

APPOINTMENTS.

Sir JAMES HANNEN, President of the Probate, Divorce, and Admiralty Division, has been appointed a Lord of Appeal in Ordinary. Sir James, who was the eldest son of Mr. James Hannen, of Kingswood Lodge, Dulwich, was born in 1821. He was educated at St. Paul's School and Heidelberg University. He became a student of the Middle Temple on the 30th of October, 1841, and was called to the bar on the 14th of January, 1848. He was appointed a justice of the Court of Queen's Bench in 1868, in which year he received the honour of knighthood. In 1872 he was appointed judge of the Probate Court, of which he became President in 1875. He was elected a bencher of his Inn in 1878. Sir James married, in 1847, Mary Elizabeth, second daughter of the late Mr. Nicholas Winsland, of London, by whom he had issue. She died in 1872. Sir James acted as agent for Great Britain in the Mixed British and American Commission of 1853—5.

Mr. HERBERT ARTHUR JONES-LLOYD, solicitor, of Pembroke Dock, has been appointed a Commissioner for Oaths. Mr. Jones-Lloyd was admitted a solicitor in August, 1884.

Mr. PERCY CLARKE, solicitor (of the firm of Ellis, Munday, & Clarke), of 23, College-hill, E.C., has been appointed a Commissioner for Oaths. Mr. Clarke was admitted a solicitor in February, 1884.

Mr. JOHN BARKER, solicitor, of Great Grimsby, has been appointed a Commissioner for Oaths. Mr. Barker was admitted a solicitor in November, 1884.

Mr. ARTHUR HENRY DEAN, solicitor, of Manchester, has been appointed a Commissioner for Oaths. Mr. Dean, who also practises at Pendleton, was admitted a solicitor in December, 1884.

Mr. CHARLES ALFRED WOOD, solicitor (of the firm of Holder & Wood), of 40, Cheapside, E.C., has been appointed a Commissioner for Oaths. Mr. Wood was admitted a solicitor in July, 1884.

Mr. CHARLES JAMES ERNEST JARVIS, solicitor (of the firm of Sir L. W. Jarvis & Son), of King's Lynn, has been appointed a Commissioner for Oaths. Mr. Jarvis was admitted a solicitor in July, 1884.

Mr. JOHN WARNER, solicitor, of Hanley, has been appointed a Commissioner for Oaths. Mr. Warner was admitted a solicitor in November, 1884.

Mr. JAMES LEAKE, jun., solicitor, of Shifnal, has been appointed a Commissioner for Oaths. Mr. Leake was admitted a solicitor in March, 1884. He also practises at Dawley, Oakengates, and Wellington.

Mr. JAMES CHARLES WADDINGTON, solicitor, of Burnley and Padiham, has been appointed a Commissioner for Oaths. Mr. Waddington was admitted a solicitor in August, 1884.

Mr. FREDERICK WILLIAM BUTLER, solicitor (of the firm of Rawlinson & Butler), of Horsham and Crawley, has been appointed a Commissioner for Oaths. Mr. Butler was admitted a solicitor in January, 1884. He is deputy-coroner for the Western Division of Sussex.

Mr. WILLIAM THORNTON JONES, solicitor (of the firm of Glynne, Jones, & Jones), of Beaumaris and Bangor, has been appointed a Commissioner for Oaths. Mr. Jones was admitted a solicitor in October, 1884.

Mr. FRANCIS CHARLES WAYMAN, solicitor (of the firm of Vincent & Wayman), of Clare, Suffolk, has been appointed a Commissioner for Oaths. Mr. Wayman was admitted a solicitor in Michaelmas Term, 1872, and is clerk to the Clare School Board and clerk to the Clare Burial Board.

Mr. JOSEPH EDWARD LAMBERT, solicitor, of Horwich, has been appointed a Commissioner for Oaths. Mr. Lambert was admitted a solicitor in September, 1887. He is also a commissioner for oaths in the Chancery Court of the County Palatine of Lancaster.

Mr. LAWRENCE WILLIAM ENGLISH, solicitor, of Norwich, has been appointed a Commissioner for Oaths. Mr. English was admitted a solicitor in November, 1876.

Mr. EDWARD SHARMAN GILES, solicitor, of Chester, has been appointed a Commissioner for Oaths. Mr. Giles was admitted a solicitor in November, 1884. He is proctor of the Consistory Court of Chester.

Mr. FRANCIS MICHAEL GREENEP, solicitor, of Woolwich, has been appointed a Commissioner for Oaths. Mr. Greenep was admitted a solicitor in December, 1883.

Mr. STEPHEN LANCELOT MONCKTON, solicitor, of Maidstone, has been appointed a Commissioner for Oaths. Mr. Monckton was admitted a solicitor in April, 1884. He is clerk to the Maidstone School Board.

Mr. FREDERICK GILLETT PEACOCK, solicitor (of the firm of Rawnsley & Peacock), of Bradford, Farley, and Crosshills, has been appointed a Commissioner for Oaths. Mr. Peacock was admitted a solicitor in December, 1882.

Mr. WILLIAM HENRY WELSH, solicitor (of the firm of Welsh & Son), of Manchester, has been appointed a Commissioner for Oaths. Mr. Welsh was admitted a solicitor in April, 1883.

Mr. WILLIAM AGNEW FEDDEN, solicitor, of Bristol and Keynsham, has been appointed a Commissioner for Oaths. Mr. Fedden was admitted a solicitor in October, 1884.

Mr. RICHARD HENRY SPENCER, solicitor, of New Tredegar, has been appointed a Commissioner for Oaths. Mr. Spencer was admitted a solicitor in November, 1884.

Mr. JOHN JAMES ARNSBY SOPER, solicitor, of 59, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Soper was admitted a solicitor in December, 1884.

Mr. JOHN THOMAS ROBERTS, solicitor, of Carnarvon and Llanberis, has been appointed a Commissioner for Oaths. Mr. Roberts was admitted a solicitor in April, 1884. He is solicitor to the Carnarvon Board of Conservators.

Mr. ARTHUR JOHN EDWARD NEWTON, solicitor (of the firm of Arthur Newton & Co.), of 24, Great Marlborough-street, W., has been appointed a Commissioner for Oaths. Mr. Newton was admitted a solicitor in April, 1884.

Mr. GEORGE MONTAGUE BUTTERWORTH, solicitor (of the firm of Bradford, Davis, & Butterworth), of Swindon, has been appointed a Commissioner for Oaths. Mr. Butterworth was admitted a solicitor in February, 1884.

Mr. CHARLES BEVAN JENKINS, solicitor (of the firm of R. & C. B. Jenkins), of Swansea, Morriston, and Swansea Valley, has been appointed a Commissioner for Oaths. Mr. Jenkins was admitted a solicitor in November, 1884.

Mr. JAMES DRAKIN YATES, solicitor, of Eccleshall, has been appointed a Commissioner for Oaths. Mr. Yates was admitted a solicitor in October, 1884.

Mr. FOSTER HENRY OKEY NASH, B.A., solicitor (of the firm of Bockett, Stunt, & Nash), of 60, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Nash was admitted a solicitor in February, 1883.

Mr. CHARLES HENRY COWLISHAW, solicitor (of the firm of Cooper, Chawner, & Co.), of Uttoxeter and Doveridge, has been appointed a Commissioner for Oaths. Mr. Cowlishaw was admitted a solicitor in November, 1883.

Mr. WILLIAM HENRY WHITELOCK, solicitor, of Birmingham, has been appointed a Commissioner for Oaths. Mr. Whitelock was admitted a solicitor in November, 1883.

Mr. JOHN FENN, solicitor, of New Charlton, has been appointed a Commissioner for Oaths. Mr. Fenn was admitted a solicitor in February, 1886.

Mr. FRANCIS STEPHEN ROBINSON, solicitor (of the firm of Bellingham & Robinson), of Saffron Walden, has been appointed a Commissioner for Oaths. Mr. Robinson was admitted a solicitor in November, 1885.

Mr. GEORGE HENRY GISBY, solicitor (of the firm of G. Gisby & Son), of Ware and Buntingford, has been appointed a Perpetual Commissioner for taking the acknowledgments of Deeds by Married Women. Mr. Gisby was admitted a solicitor in Michaelmas Term, 1872. He is clerk to the Local Board of Health, clerk to the Wedford School Board, and assistant-clerk to the Ware Union.

Mr. HUGH MANSFIELD ROBINSON, LL.B. Lond., solicitor, has been appointed Vestry Clerk of Shoreditch. Mr. Robinson was articled to Messrs. Smith, Pinsent, Pinsent, & Freeman, of Birmingham, and was admitted a solicitor in April, 1887. He subsequently entered the office of Messrs. Field, Roscoe, & Co, of Lincoln's-inn-fields, the well-known agency firm, and afterwards that of Mr. S. G. Johnson, the town clerk of Nottingham,

where Mr. Robinson acted as assistant-solicitor to the corporation, and private secretary to the mayor. He was lecturer at the Nottingham University College for the solicitors' final examination.

Mr. WALTER EDWARD DENHAM, solicitor (of the firm of Simpsons & Denham), of Leeds, has been appointed a Commissioner for Oaths. Mr. Denham was admitted a solicitor in July, 1876.

CHANGES IN PARTNERSHIPS.

Mr. WILLIAM ROBERT MOON, solicitor, the eldest son of the late Mr. William Moon, has been admitted into partnership in the firm of Moon & Gilks, of No. 15, Lincoln's-inn-fields, London. The style of the firm will in future be Moon, Gilks, & Moon.

DISSOLUTIONS.

JAMES ALLEN and JOHN ALLEN EDWARDS, solicitors (Allen & Edwards), of 8, Old Jewry. Dec. 31.

SAMUEL BEAUMONT and MARSHALL RIGBY, solicitors (Beaumont & Rigby), of Manchester. Jan. 14.

ALGERNON SIDNEY POYSER and JOHN MESSER BENNETTS, solicitors (Poyser & Bennetts), of 4, New-square, Lincoln's-inn, and Maidenhead. The business of the late firm will be carried on by the said Algernon Sidney Poyser. Dec. 31. [*Gazette*, Jan. 20.

GENERAL.

Lord Justice Fry is to deliver the Friday evening discourse at the Royal Institution on the 30th inst. on "British Mosses."

The *Daily News* says that on Wednesday, in the Probate and Divorce Registry at Somerset House, a number of managing clerks of firms practising in the division presented Mr. Registrar Middleton, senior registrar, with an address on vellum. Mr. Garnett (Chester, Mayhew, & Co.) introduced the deputation. Mr. Middleton, in accepting the presentation, incidentally stated that, according to the civil service requirements, a man must resign at the age of sixty-five, but he was now in his eighty-second year. He thanked the deputation for their testimonial heartily.

On Tuesday Mr. Inderwick, Q.C., on the part of the bar practising in the Court of Admiralty and Divorce, addressing Sir James Hannen, said:—"As this is the last occasion on which we shall have the privilege of appearing before your lordship in this division, my learned friends, many of whom have practised before your lordship for the many years you have presided here, have requested me to be their mouthpiece in expressing our regret in the severance of the ties that have so long subsisted between us. We desire to express our gratification that you are not to be removed from the judicial life of the country; and we hope that you may be spared for many years in the enjoyment and the exercise of the honourable position to which you have been so worthily appointed." Sir James Hannen, in reply, said:—"Mr. Inderwick, I am utterly inadequate to express the feelings of gratitude with which I receive this testimony of your good feeling towards me, and that of those associated with you. I have now presided here for eighteen years, and I can say most sincerely that they have been eighteen years of happiness to me, chiefly arising from the advantage I have had in having before me, habitually practising in this court, barristers who have felt that their part was just as important as mine in the administration of justice, and who have assisted me enormously. It is a great grief to me—I am not using too strong a word—to part with you all. Looking back on my career, I am bound to confess that I have failed frequently, that I have been irritable. If I have hurt any man's feelings, I beg his pardon. (Here his lordship was overcome with emotion.) Well, I am entering upon a new career, and it may well be doubted whether I am adopting a wise course; but I am greatly supported by the testimony which has been so lavishly bestowed upon me that my promotion meets with the approval of the profession to which I am proud to belong."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, January 26	Mr. Ward	Mr. Clowes	Mr. Godfrey
Tuesday 27	Pemberton	Jackson	Leach
Wednesday 28	Ward	Clowes	Godfrey
Thursday 29	Pemberton	Jackson	Leach
Friday 30	Ward	Clowes	Godfrey
Saturday 31	Pemberton	Jackson	Leach
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, January 26	Mr. Rolt	Mr. Lavie	Mr. Pugh
Tuesday 27	Farmer	Carrington	Beal
Wednesday 28	Rolt	Lavie	Pugh
Thursday 29	Farmer	Carrington	Beal
Friday 30	Rolt	Lavie	Pugh
Saturday 31	Farmer	Carrington	Beal

THE WINTER ASSIZES.

NOTICE.—In cases where no note is appended to the names of the circuit towns both civil and criminal business must be ready to be taken on the first working day; in other cases the note appended to the name of the circuit town indicates the day before which civil business will not be taken. In the case of circuit towns to which two judges go, there will be no alteration in the old practice.

WESTERN CIRCUIT (Lord Coleridge, C.J., and Stephen, J.).—Devizes, Thursday, February 12; Dorchester, Monday, February 16; Taunton, Friday, February 20 (Monday, February 23); Bodmin, Thursday, February 26; Exeter, Tuesday, March 3; Winchester, Monday, March 9; Bristol, Saturday, March 14. One judge only will go to the first four places.

HOME (Stephen, J.).—Maidstone, Saturday, February 14; Guildford, Tuesday, February 24; Exeter, Tuesday, March 3; Winchester, Monday, March 9; Bristol, Saturday, March 14. Two judges will go to the last three places.

SOUTH-EASTERN (Pollock, B.).—Huntingdon, Friday, February 13; Cambridge, Monday, February 16; Norwich, Thursday, February 19 (Monday, February 23); Ipswich, Friday, February 27 (Monday, March 2); Chelmsford, Monday, March 9; Hertford, Saturday, March 14; Lewes, Wednesday, March 18 (Saturday, March 21).

OXFORD (Hawkins and Charles, JJ.).—Reading, Thursday, February 5; Oxford, Monday, February 9; Worcester, Thursday, February 12 (Monday, February 16); Gloucester, Wednesday, February 18 (Saturday, February 21); Monmouth, Tuesday, February 24; Hereford, Friday, February 27; Shrewsbury, Monday, March 2; Stafford, Saturday, March 7; Birmingham, Tuesday, March 10. One judge only will go to the first seven places.

MIDLAND (Wills and Grantham, JJ.).—Aylesbury, Friday, January 30; Bedford, Tuesday, February 3; Northampton, Friday, February 6; Leicester, Wednesday, February 11 (Saturday, February 14); Oakham, Tuesday, February 17; Lincoln, Wednesday, February 18 (Saturday, February 21); Nottingham, Tuesday, February 24 (Friday, February 27); Derby, Wednesday, March 4; Warwick, Friday, March 6; Birmingham, Tuesday, March 10. One judge only will go to the first seven places.

NORTH-EASTERN (Mathew and A. L. Smith, JJ.).—Newcastle, Wednesday, February 18; Durham, Thursday, February 26; York, Thursday, March 5; Leeds, Tuesday, March 10.

NORTHERN (Day and Lawrance, JJ.).—Appleby, Monday, February 9; Carlisle, Wednesday, February 11; Lancaster, Tuesday, February 17; Manchester, Monday, February 23; Liverpool, Saturday, March 7. One judge only will go to the first three places.

SOUTH WALES AND CHESTER (Williams, J.).—Haverfordwest, Wednesday, February 18; Lampeter, Saturday, February 21; Carmarthen, Tuesday, February 24; Brecon, Monday, March 2; Presteign, Thursday, March 5; Chester, Saturday, March 7; Cardiff, Saturday, March 14. Two judges will go to the last two places.

NORTH WALES, CHESTER, AND GLAMORGAN (Wright, J.).—Welshpool, Thursday, February 19; Dolgelly, Monday, February 23; Carnarvon, Wednesday, February 25; Beaumaris, Saturday, February 28; Ruthin, Tuesday, March 3; Mold, Thursday, March 5; Chester, Saturday, March 7; Cardiff, Saturday, March 14. Two judges will go to the last two places.

Denman and Cave, JJ., will remain in town.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BURMAH SYNDICATE, LIMITED—Petn for winding up, presented Jan 10, directed to be heard before the Court on Jan 24. Wansey & Co, Moorgate st, solors for petner

CANADIAN PACIFIC COLONIZATION CORPORATION, LIMITED—Petn for winding up, presented Jan 14, directed to be heard before the Court on Saturday, Jan 24. Maddisons, King's Arms yard, solors for petner

COURT BUREAU, LIMITED—Petn for winding up, presented Jan 13, directed to be heard before Stirling, J, on Jan 24. Nash & Co, Queen st, solors for petners

DEVELOPMENT AND INVESTMENT CO, LIMITED—By an order made by Chitty, J, dated Dec 20, it was ordered that the voluntary winding up of the company be continued. Pulbrook, St Helen's place, petner's solor

GEM MINING SYNDICATE, LIMITED—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to William Somerville, 16, Philpot lane. Julius, Finsbury circus, solor for the liquidator

GOULDING PLACERS, LIMITED—Kekewich, J., has fixed Friday, Jan 23, at 12, at his chambers, for the appointment of an official liquidator

HATTON, SONS, & CO, LIMITED—Petn for winding up, presented Jan 13, directed to be heard before the Court on Jan 24. Flux & Leadbitter, Leadenhall st, agents for Slater & Co, Darlaston, solors for petners

JONATHAN SOUTHAN & CO, LIMITED—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to Robert Burrill, Fareham. Pink, Southsea, solor for liquidators

L. J. ROSE & CO, LIMITED—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts and claims, to Mr George Sneath, 44, Gresham st. Ashurst & Co, Throgmorton avenue, solors for liquidators

LONDON PANORAMA CO, LIMITED—Petition for winding up, presented Jan 12, directed to be heard before the court on Jan 24. Torr & Co, Bedford row, agents for Douthwaite & Waddington, Cleckheaton, solors for petner

NEW CANADIAN CROWN LANDS SYNDICATE, LIMITED—Chitty, J, has fixed Tuesday, Jan 27, at 12, at his chambers, for the appointment of an official liquidator

ROCHDALE COLLIERY CO, LIMITED—Creditors are required, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims, to Jonathan Scholes, 28, Clegg st, Oldham. Ponsonby & Cartile, Oldham, solors for liquidator

SEQUAH, LIMITED—Petn for winding up, presented Jan 8, directed to be heard before the Court on Jan 24. Rumney, Basinghall st, solor for petner

SOHO MILLS CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Mr Arthur Hulse, Station rd, Tunstall, Stafford. Hollinshead & Moody, Tunstall, solors for liquidator

UNLIMITED IN CHANCERY.

COMPANY OF PROPRIETORS OF THE MANCHESTER CORN EXCHANGE—Creditors are required to send particulars of their claims to Janion & Hall, 6, Essex st, Manchester, on or before Feb 9

SECOND WOLVERHAMPTON AND SOUTH STAFFORDSHIRE PERMANENT BUILDING AND INVESTMENT SOCIETY—Kekewich, J, has, by an order dated Nov 14, appointed Robert Murrss, 30, Queen st, Wolverhampton, to be official liquidator. Creditors are required, on or

before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Feb 20, at 12, is appointed for hearing and adjudicating upon the debts and claims

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

COUNTY GENERAL CREDIT DISCOUNT AND INVESTMENT CO, LIMITED—Petn preferred Dec 4, when it was ordered that the company be wound up. Higson, Preston, solor for petner

FRIENDLY SOCIETIES DISSOLVED.

FOURTH ALBION INDUSTRIAL LAND SOCIETY, LIMITED, 2, County bldgs, Kingston upon Hull. Jan 9

H. B. SOCIAL CLUB, Horse Shoe ct, Ludgate hill. Jan 10

SUSPENDED FOR THREE MONTHS.

FRIENDLY BROTHERS LONDON SOCIETY, Mercers' Arms, Belgrave st, Stepney. Jan 12

SAMPFORD COURTENAY MEN'S FRIENDLY SOCIETY, New Inn, Sampford Courtenay, Devon. Jan 12

London Gazette.—TUESDAY, Jan. 20.

JOINT STOCK COMPANIES

LIMITED IN CHANCERY.

ENGLISH AND COLONIAL WOOL CLEANSING CO, LIMITED—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts and claims, to Thomas Williams, 110, Cannon st

EXCELSIOR COPPER CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Charles Harrison Smith, 6a, Austinfriars

MOZAMBIQUE PRODUCE CO, LIMITED—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to Carl Krobs, 1, Whittington avenue, Leadenhall st Tuesday, June 23 at 1 is appointed for hearing and adjudicating upon the debts and claims

NORFOLK DAIRY AND ANGLO-AMERICAN STOCK FARMING CO, LIMITED—Creditors are requested, on or before March 19, to send their names and addresses, and the particulars of their debts and claims, to Charles Fletcher Richardson, 4, Frederick's pl, Old Jewry

SUNDERLAND CONSERVATIVE CLUB AND NEWS ROOM CO, LIMITED—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to John French, 1, Amberley st South, Sunderland. Robinson, Sunderland, solors for liquidator

UNITED STATES GOLD PLACERS (NEW CO), LIMITED—Kekewich, J, has fixed Friday, Jan 23, at 12, at his chambers, for the appointment of an official liquidator

ZOUTPANSBERG PROSPECTING CO, LIMITED—By an order made by Kekewich, J, dated Dec 20, it was ordered that the above company be wound up. Blunt & Lawford, Gresham st, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

LOYAL ROSE BUD LODGE, Order of Odd Fellows, Brown Cow, Heywood, Lancaster. Jan 12

OLD HILL INDUSTRIAL MUTUAL LOAN AND INVESTMENT SOCIETY, Vine Inn, Old Hill, Stafford. Jan 13

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 13.

FITTON, SAMUEL, Bollington, near Macclesfield, Cheshire. Jan 31. Hardy v Fitton, Stirling, J. May, Macclesfield

GRIFFITHS, EDWARD, Llanelly, Carmarthen, Butcher. Feb 9. Griffiths v Griffiths, North, J. Edwards, Llanelly

MORGAN, JOHN GODFREY, Church st, Chelsea, Esq. Feb 14. Morgan v Morgan, North, J. Drake, Rood lane, Fenchurch st

London Gazette.—FRIDAY, Jan. 16.

FRANCIS, SWINFORD, Boundary rd, St. John's Wood, Solicitor. Feb 16. Francis v Francis, North, J. Dowse, New inn, Strand

GRADWELL, WILLIAM, Barrow in Furness, Railway Contractor. Feb 16. Ashburner v Dawson, Registrar, Preston. Taylor, Barrow in Furness

JACKSON, JOHN, Milner st, Chelsea, Licensed Victualler. Feb 9. Snell v Barrett, Stirling, J. Holland, Knightrider st, Doctor's Commons

WINN, The Hon. ROWLAND ALLANSON, Ovington sq, Esq. Feb 20. Jones v Winn, Chitty, J. Clinton, Chancery ln

London Gazette.—TUESDAY, Jan. 20.

HAMILTON, ROBERT, Howard rd, Stoke Newington, Wall Hangings Manufacturer. Feb 20. Darwen Paper Staining Co v Ockford, North, J. Jackson, Gloucester

LOMAX, JOHN DOOLEY, Outwood, Stoneclough, nr Manchester, Dyer. Feb 20. Bolton v Lomax, Registrar, Manchester. Rycroft, Manchester.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

If you require an advance upon House Property on advantageous terms, or if you desire to invest your money safely in Shares or in Deposit at a moderate rate of interest, apply to the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 16.

RECEIVING ORDERS.

ALDRIDGE, JOHN, Aldeburgh, Suffolk, Innkeeper Ipswich Pet Jan 14 Ord Jan 14

ANDREWS, HENRY, Reading, Artist Reading Pet Jan 10 Ord Jan 10

AYERS, JOHN DERRICK, Old Jewry, Agent High Court Pet Dec 11 Ord Jan 13

BARRINGTON, HENRY, Bristol, Confectioner Bristol Pet Jan 14 Ord Jan 14

BEALE, JOHN TRUSCOTT, Truro, Cornwall, Coachbuilder Truro Pet Jan 12 Ord Jan 12

BIRD, THOMAS, Leicester, Butcher Leicester Pet Jan 12 Ord Jan 12

BIRDSALL, JABEZ, Barnsley, Joiner Barnley Pet Jan 12 Ord Jan 12

BUNYARD, HARRY, St Stephen's terrace, Albert square, Clapham, Commission Agent High Court Pet Jan 12 Ord Jan 12

BUTCHER, JAMES, Gascony avenue, Kilburn High Court Pet Dec 11 Ord Jan 12

BYRNE, GARRETT MICHAEL, Parliament st, Member of Parliament High Court Pet Dec 13 Ord Jan 13

CARTER, GEORGE, Killinghall, Middleton St George, Durham, Labourer Stockton on Tees and Middlesborough Pet Jan 10 Ord Jan 10

CHARLES, HERBERT F., formerly of Highgate High Court Pet Oct 28 Ord Jan 12

COOKE, STANLEY, Swinton, Lancs, Draper Salford Pet Jan 13 Ord Jan 13

DAVIES, THOMAS, Cheltenham, Grocer's Assistant Cheltenham Pet Jan 13 Ord Jan 13

DAVIES, THOMAS, Llangwm, nr Usk, Mon, Farmer Newport, Mon Pet Jan 3 Ord Jan 14

DYBALL, FRANK WILLIAM, Loughborough, late Brewer's Traveller Leicester Pet Jan 13 Ord Jan 13

FARRANT, WILLIAM THOMAS, Ewell, Surrey, Draper Croydon Pet Dec 29 Ord Jan 10

FISHER, ROBERT, Wolverton, Bucks, Insurance Agent Northampton Pet Jan 13 Ord Jan 13

FLETCHER, ARCHIBALD, Reading, Cycle Agent Reading Pet Dec 29 Ord Jan 10

FOSTER, WILLIAM, Leeds, Coal Merchant Leeds Pet Jan 12 Ord Jan 12

GLASSCOCK, JOHN, Newnham Croft, Grantchester, Cantab, Cab Proprietor Cambridge Pet Jan 13 Ord Jan 13

GREATOREX, WILLIAM, Leicester, Boot Manufacturer Leicester Pet Jan 12 Ord Jan 12

GREEN, JAMES CHARLES, Waterloo, Hants, Grocer Portsmouth Pet Jan 13 Ord Jan 13

GRIFFITHS, HENRY, Worcester, Boot Dealer Worcester Pet Jan 14 Ord Jan 14

HAWKINS, GEORGE EDWARD, Cheltenham, Wine Merchant Cheltenham Pet Jan 12 Ord Jan 12

HIRST, EDWIN, and MATTHEW HIRST, Sunderland, Builders Sunderland Pet Jan 10 Ord Jan 10

HOWARD, GEORGE HENRY, Rugby, Theatrical Manager Coventry Pet Dec 17 Ord Jan 12

HUNT, ARTHUR, and WILLIAM HENRY SANDERSON, Nottingham, Clothiers Nottingham Pet Jan 13 Ord Jan 13

INMAN, GEORGE, Leeds, Grocer Leeds Pet Dec 16 Ord Jan 14

JACOBS, PHILLIP, Waltham Abbey, Essex, Clothier Edmonton Pet Jan 10 Ord Jan 10

JAMES, EVAN, Bangor, Shoemaker Bangor Pet Jan 13 Ord Jan 13

LAMBE, SOLOMON, Southport, Spinster Liverpool Pet Jan 2 Ord Jan 14

LAPWORTH, THOMAS WILLIAM, and WILLIAM HAWES, Birmingham, Boiler Makers Birmingham Pet Dec 22 Pet Jan 13

MAUGHAM, JOHN HALBERT, Lombard st High Court Pet Nov 27 Ord Jan 10

MCADAM, J N, Surrey House, Victoria Embankment, Civil Engineer High Court Pet Nov 28 Ord Jan 14

MILNTHORP, WALTER, Bradford, Salesman Bradford Pet Jan 13 Ord Jan 13

MOULDS, SAMUEL, Blaby, Shoehand Leicester Pet Jan 13 Ord Jan 13

MURPHY, FREDERICK, Landport, Grocer Portsmouth Pet Jan 13 Ord Jan 13

OVERTON, WALTER JOSEPH, Margate, House Furnisher Canterbury Pet Jan 12 Ord Jan 12

RADFORD, JOHN, Blyth, Notts, Labourer Sheffield Pet Jan 12 Ord Jan 12

ROBERTS, REBEKAH LONG, Falmouth, Cabinet Maker Truro Pet Jan 14 Ord Jan 14

ROSSER, WILLIAM, Heywood, Tenby, Nurseryman Pembroke Dock Pet Jan 14 Ord Jan 14

RUXTON, GEORGE HERBERT, Manchester, Boot Dealer Manchester Pet Jan 14 Ord Jan 14

TURNER, JAMES, Preston, Colliery Agent Preston Pet Jan 14 Ord Jan 14

WANT, PHILIP, Swainsthorpe, Norfolk, Butcher Norwich Pet Jan 12 Ord Jan 12

WELHAM, HENRY, Ipswich, General Shop Keeper Ipswich Pet Jan 12 Ord Jan 12

WHISTLER, GEORGE ABEL, Aldeburgh, Suffolk, Butcher Ipswich Pet Jan 12 Ord Jan 12

WHITE, GEORGE, St George, Glos, Boot Manufacturer Bristol Pet Jan 12 Ord Jan 12

WORRALL, FREDERICK, Vauxhall, Birmingham, Outdoor Beerseller Birmingham Pet Jan 14 Ord Jan 14

FIRST MEETINGS.

BETTS, WILLIAM MITCHELL, Norwich, Builder Jan 24 at 11 Off Rec, 8, King st, Norwich

BIRD, THOMAS, Leicester, Butcher Jan 26 at 3 Off Rec, 34, Friar lane, Leicester

BRADY, WILLIAM, Maidenhead, Berks, Coachbuilder Jan 24 at 12 95, Temple chmbrs, Temple avenue

BRASIER, JAMES, Oxted, Surrey, Carpenter Jan 26 at 11.30 24, Railway app, London Bridge

BULLARD, HARRY, Norwich, Plumber Jan 24 at 11.30 Off Rec, 8, King st, Norwich

COGHLAN, CHARLES FRANCIS, Piccadilly, Actor Jan 27 at 1 33, Carey st, Lincoln's inn fields

DEWS, JOHN HENRY, Lockwood, Huddersfield, Coal Merchant Jan 26 at 3 Haigh & Son, Solicitors, New st, Huddersfield

DIXON, NEWBY, Bradford, Merchant Jan 26 at 11 Off Rec, 31, Manor row, Bradford

DYBALL, FRANK WILLIAM, Loughborough, late Brewer's Traveller Jan 27 at 3 Off Rec, 34, Friar lane, Leicester

EDMUNDS, JOHN CHRISTOPHER, Penarth, Glam, Builder Jan 26 at 3 Off Rec, 29, Queen st, Cardiff

EVANS, EDMUND, Llanwyddelan, Montgomery, Farmer Jan 26 at 1 Off Rec, Llanidloes

FACER, THOMAS, Birmingham, Teacher of Music Jan 26 at 11 25, Colmore row, Birmingham

GILES, ROBERT HARRIS, East Down, Devon, Clerk in Holy Orders Jan 28 at 11 Sanders & Son, High st, Barnstaple

GLEW, JAMES, Goole, Yorks, Boot Maker Jan 23 at 11 Off Rec, Bond ter, Wakefield

GREATOREX, WILLIAM, Leicester, Boot Manufacturer Jan 26 at 12.30 Off Rec, 34, Friar lane, Leicester

GREEN, JAMES CHARLES, Waterloo, Hants, Grocer Jan 26 at 4 Off Rec, Cambridge Junction, High st, Portsmouth

HALLIWELL, WILLIAM, Littleborough, Lancs, Cotton Waste Dealer Jan 23 at 11.15 Townhall, Rochdale

HARRIS, MOSES, Leeds, Boot Manufacturer Jan 23 at 11 Off Rec, 22, Park row, Leeds

HARVEY, EDWARD JANNINGS, Goldsmith st, Gough sq, Printer Jan 28 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn

HOOPER, ALBERT, Corkickle, Whitehaven, Stock Broker Jan 28 at 2 67, Duke st, Whitehaven

HOWARD, GEORGE HENRY, Rugby, Theatrical Manager Jan 26 at 12.30 Off Rec, 17, Hertford st, Coventry

HUDDLE, WILLIAM, Philpott lane, Traveller Jan 27 at 12 33, Carey st, Lincoln's inn

JONES, JOHN, Abereychan, Mon, Innkeeper Jan 23 at 12 Off Rec, Council chmbrs, Corn st, Newport, Mon

JONES, THOMAS, St. George st, Soapmaker Jan 28 at 2.30 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

LEWIS, HENRY PELLS, Colchester, Plumber Jan 27 at 12 36, Princes st, Ipswich

MILNTHORP, WALTER, Bradford, Salesman Jan 27 at 12 Off Rec, 31, Manor row, Bradford

MOULDS, SAMUEL, Blaby, Leics, Shoehand Jan 27 at 12.30 Off Rec, 34, Friar lane, Leicester

MURPHY, FREDERICK, Landport, Grocer Jan 28 at 4.30 Off Rec, Cambridge Junction, High st, Portsmouth

NEWSOME, WILLIAM, Bradford, Grocer Jan 26 at 11.30 Off Rec, 31, Manor row, Bradford

PAGE, ALFRED FRANK, King William st, Ham Dealer Jan 27 at 2.30 33, Carey st, Lincoln's inn fields

PERRYMAN, JOHN JAMES, Old Windsor, Builder Jan 23 at 12 95, Temple chmbrs, Temple avenue

PRICE, CHARLES, Swansea, Confectioner Jan 26 at 3 Off Rec, 97, Oxford st, Swansea

RUSSELL, JAMES, Sutton, Surrey, Builder Jan 23 at 12.30 24, Railway approach, London Bridge

SAMUEL, WILLIAM, Swansea, late Licensed Victualler Jan 26 at 12 Off Rec, 97, Oxford st, Swansea

SMITH, GEORGE HENRY, Norwich, Baker Jan 24 at 12 Off Rec, 8, King st, Norwich

STEVENS, ALFRED JAMES, Southend, Essex, of no occupation Jan 23 at 3 95, Temple chmbrs, Temple avenue

TIMMIS, JOHN ERNEST, Liverpool, Tailor Jan 29 at 3 Off Rec, 35, Victoria st, Liverpool

TODD, ANDREW CRAIG, Tattenhall, Congregational Minister Jan 23 at 12 Crypt chmbrs, Chester

WANT, PHILIP, Swainsthorpe, Norfolk, Butcher Jan 24 at 12.30 Off Rec, 8, King st, Norwich

WELHAM, HENRY, Ipswich, General Shopkeeper Jan 27 at 11.30 36, Princes st, Ipswich

WHISTLER, GEORGE ABEL, Aldeburgh, Suffolk, Butcher Jan 27 at 12.30 36, Princes st, Ipswich

WHITFIELD, EDWARD C, Lindfield, Sussex Jan 23 at 12 Off Rec, 4, Pavilion bldgs, Brighton

The following amended notice is substituted for that published in the London Gazette of Jan. 6.

BELL, WILLIAM, and JOHN BELL, Newcastle on Tyne, Provision Merchants Jan 23 at 11 Off Rec, Pink lane, Newcastle on Tyne

The following amended notice is substituted for that published in the London Gazette, Jan. 13.

VERITY, WILLIAM COLBURN, Cheltenham, Pawnbroker Jan 24 at 3.30 County court bldgs, Cheltenham

ADJUDICATIONS.

ALDRIDGE, JOHN, Aldeburgh, Suffolk, Innkeeper Ipswich Pet Jan 14 Ord Jan 14

BEALE, JOHN TRUSCOTT, Truro, Cornwall, Coachbuilder Truro Pet Jan 10 Ord Jan 12

BIRD, THOMAS, Leicester, Butcher Leicester Pet Jan 12 Ord Jan 12

BIRDSALL, JABEZ, Barnsley, Joiner Barnsley Pet Jan 12 Ord Jan 12

BURDIS, MARY ANN, Newcastle on Tyne, Draper Newcastle on Tyne Pet Dec 19 Ord Jan 12

CARTER, GEORGE, Killinghall, Middleton St George, Durham, Labourer Stockton on Tees and Middlesborough Pet Jan 9 Ord Jan 10

COCKS, ANN, EDWARD COCKS, and PHILIP COCKS, Shipton, nr Much Wenlock, Salop, late Farmers Shrewsbury Pet Dec 19 Ord Jan 8

COOKE, STANLEY, Swinton, Lancs, Draper Salford Pet Jan 13 Ord Jan 14

CORBISHLEY, GEORGE, Blackburn, Bedding Manufacturer Blackburn Ord Jan 13 Rec Ord made under sec 103

DAVIES, THOMAS, Cheltenham, Grocer's Assistant Cheltenham Pet Jan 13 Ord Jan 13

DENCH, ALBERT HILL, Arundel, Sussex, Butcher Brighton Pet Dec 31 Ord Jan 13

FISHER, ROBERT, Wolverton, Bucks, Insurance Agent Northampton Pet Jan 13 Ord Jan 13

FREYBERG, JAMES, Chester sq, Eaton sq, Auctioneer High Court Pet Jan 1 Ord Jan 14

GILL, JOHN, Batley Carr, Yorks, Confectioner Dewsbury Pet Jan 2 Ord Jan 13

GLASSCOCK, JOHN, Newnham Croft, Grantchester, Cantab, Cab Proprietor Cambridge Pet Jan 13 Ord Jan 13

GREATOREX, WILLIAM, Leicester, Boot Manufacturer Leicester Pet Jan 12 Ord Jan 12

GRIFFITHS, HENRY, Worcester, Boot Dealer Worcester Pet Jan 14 Ord Jan 14

HAWGOOD, ARTHUR, Farnham, Surrey, Furniture Dealer Guildford and Godalming Pet Jan 3 Ord Jan 13

HITCH, EVAN CAMEROON, Billiter st, Commission Agent High Court Pet Nov 13 Ord Jan 14

HUNT, ARTHUR, and WILLIAM HENRY SANDERSON, Nottingham, Clothiers Nottingham Pet Jan 13 Ord Jan 13

JACOBS, PHILIP, Waltham Abbey, Essex, Clothier Edmonton Pet Jan 10 Ord Jan 10

JOHNS, F. W., Bristol, Grocer Bristol Pet Jan 2 Ord Jan 12

JONES, JAMES GILBERT, Wrexham, Boot Dealer Wrexham Pet Dec 3 Ord Jan 7

MILNTHORP, WALTER, Bradford, Salesman Bradford Pet Jan 13 Ord Jan 13

NASTI, ALFRED, Newman st, Wine Merchant High Court Pet Dec 8 Ord Jan 14

OVERTON, WALTER JOSEPH, Margate, House Furnisher Canterbury Pet Jan 10 Ord Jan 12

RADFORD, JOHN, Blyth, Notts, Labourer Sheffield Pet Jan 12 Ord Jan 12

ROBERTS, REBEKAH LONG, Falmouth, Cabinet Maker Truro Pet Jan 14 Ord Jan 14

RUXTON, GEORGE HERBERT, Manchester, Boot Dealer Manchester Pet Jan 14 Ord Jan 14

SHEFFIELD, HARRY ARTHUR, Syston, Leics, Printer Leicester Pet Dec 29 Ord Jan 13

THOMAS, RICHARD E., Cardiff, Banker's Clerk Cardiff Pet Dec 30 Ord Jan 13

TURNER, JAMES, Preston, Colliery Agent Preston Pet Jan 14 Ord Jan 14

WANT, PHILIP, Swainsthorpe, Norfolk, Butcher Norwich Pet Jan 12 Ord Jan 12

WARD, CHARLES JAMES (deceased), Railway app, London Bridge, Public house Broker High Court Pet Oct 21 Ord Jan 12

WELHAIN, HENRY, Ipswich, General Shop Keeper Ipswich Pet Jan 12 Ord Jan 12

WHISTLER, GEORGE ABEL, Aldeburgh, Suffolk, Butcher Ipswich Pet Jan 12 Ord Jan 12

WHITE, GEORGE, St George, Glos, Boot Manufacturer Bristol Pet Jan 12 Ord Jan 13

WHITMARSH, JOHN LLOYD, Thurloe place, South Kensington, Doctor of Medicine High Court Pet Sept 30 Ord Jan 14

WITHERS, HENRY, Bristol, Decorator Bristol Pet Jan 8 Ord Jan 12

WRIGHT, CHARLES, Leicester, Builder Leicester Pet Nov 18 Ord Jan 13

RECEIVING ORDER RESCINDED.

CRAIG, CHARLES TAYLOR (sep estate), Sutton, Surrey, Commission Merchant High Court Rec Ord Aug 14 Resc Jan 2

HENDERSON, JOHN YOUNG (sep estate), Streatham Hill, Surrey, Commission Merchant High Court Rec Ord Aug 14 Resc Jan 2

ORDER RESCINDING RECEIVING ORDER AND DISMISSING PETITION.

JAMIESON, ROBERT, Gt Tower st, Commission Agent High Court Pet Sept 5 Rec Ord Sept 26 Resc of Rec Ord and Dis of Pet Jan 9

London Gazette—TUESDAY, Jan. 20.

RECEIVING ORDERS.

ABBOTT, BENJAMIN, Bradford, Hosier Bradford Pet Jan 16 Ord Jan 16

BAKER, JAMES, Royston, Herts, Baker Cambridge Pet Jan 16 Ord Jan 16

BROOKE, WILLIAM, Hopton, nr Thetford, Suffolk, Builder Norwich Pet Jan 17 Ord Jan 17

CALVERT, JOHN FARRAH BUTTERS, Kingston upon Hull, formerly Brewer Kingston upon Hull Pet Jan 16 Ord Jan 16

COOPER, JAMES CUTHBERT, Manchester, Merchant Manchester Pet Dec 19 Ord Jan 15

DAVIES, DYFFRIG, Wrexham, Joiner Wrexham Pet Jan 15 Ord Jan 15

DAVIES, JAMES, Prendergast, Haverfordwest, Licensed Victualler Pembroke Dock Pet Jan 15 Ord Jan 15

DENNY, FREDERICK WILLIAM, Newcastle st, Strand, Licensed Victualler High Court Pet Jan 16 Ord Jan 17

DUNANT, A. F. & Co., Cardiff, Colliery Agents Cardiff Pet Dec 31 Ord Jan 14

FOYLE, FRED, Kington Magna, Dorset, Butcher Yeovil Pet Jan 15 Ord Jan 15

FRANCE, WALTER, Huddersfield, Coaldealer Huddersfield Pet Jan 15 Ord Jan 15

HERZ, MORRIS, New Broad st High Court Pet Dec 29 Ord Jan 16

HODGSON, THOMAS, Pickering, Yorks, Fruit Merchant Scarborough Pet Jan 15 Ord Jan 15

KING, RICHARD SYDNEY, Herne Bay, Kent, Maltster Canterbury Pet Jan 15 Ord Jan 15

LANGREBEAR, ROBERT, Birmingham, Wholesale Cabinet Brass Founder Birmingham Pet Jan 16 Ord Jan 16

NOBLE, JAMES, Hereford, Shopfitter Hereford Pet Jan 15 Ord Jan 15

ODDY, EMMA ANNIE, Hipperholme, nr Halifax, Dressmaker Halifax Pet Jan 17 Ord Jan 17

GARRETT, ARTHUR HENRY, Winshill, Staffs, late Beerhouse Keeper Burton on Trent Pet Dec 6 Ord Jan 14

GOODES, ALFRED GEORGE, Newgate st, Tobacco Manufacturer High Court Pet Jan 15 Ord Jan 15

GREGSON, EDWARD, Bradford, Paper Merchant Bradford Pet Jan 17 Ord Jan 17

ROBINSON, GEORGE, Harrogate, Fruiterer York Pet Jan 15 Ord Jan 15

STAUB, HENRY FREDERICK, Euston rd, Cabinet Maker High Court Pet Jan 15 Ord Jan 15

STEWART, JOSEPH, Darlington, Furniture Dealer Stockton on Tees and Middlesborough Pet Jan 14 Ord Jan 14

SYKES, FRANK, Earlsheaton, Yorks, Waste Dealer Dewsbury Pet Jan 16 Ord Jan 16

TAYLOR, WILLIAM JOHN, Jarrow, Durham, Provision Dealer Newcastle on Tyne Pet Jan 17 Ord Jan 17

TEMPLE, CHARLES ALFRED, Manchester, Fancy Draper Manchester Pet Jan 16 Ord Jan 16

VON WEISSENFELD, GEORGE FERDINAND, Gt Portland st, Analyst High Court Pet Jan 16 Ord Jan 16

WILLIAMS, ANNIE, Pontypool, Mon, Boot Maker Newport, Mon Pet Jan 16 Ord Jan 16

WOODHEAD, FREDERICK, Todmorden, Yorks, Draughtsman Burnley Pet Dec 31 Ord Jan 15

YEOMANS, GEORGE, Horninglow, Burton on Trent, Licensed Victualler Burton on Trent Pet Jan 1 Ord Jan 14

FIRST MEETINGS.

BAKER, JAMES, Royston, Herts, Baker Jan 30 at 2.30 Off Rec, 5, Petty Cury, Cambridge

BARRINGTON, HENRY, Bristol, Confectioner Feb 3 at 12 Off Rec, Bank chmbrs, Bristol

COOKE, STANLEY, Swinton, Lancs, Draper Jan 27 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

COLEMAN, BENJAMIN EDWARD, Folkestone, formerly Publican Jan 28 at 11 Off Rec, 5, Castle st, Canterbury

COLEMAN, HENRY WILSON, and HERBERT EDWARD COLEMAN, Birmingham, Grocers Jan 29 at 11 25, Colmore row, Birmingham

COLEMAN, HENRY WILSON (Separate Estate), Birmingham, Grocer Jan 29 at 11 25, Colmore row, Birmingham

COLEMAN, HERBERT EDWARD (Separate Estate), Birmingham, Grocer Jan 29 at 11 25, Colmore row, Birmingham

CORBEY, WILLIAM, Leytonstone rd, Stratford, Oilman Jan 30 at 11 33, Carey st, Lincoln's inn

DAVIES, THOMAS, Cheltenham, Grocer Jan 27 at 4.30 County Court bldgs, Cheltenham

FENTIMAN, JAMES, Ospringe, Kent, Carter Jan 28 at 10.30 Off Rec, 5, Castle st, Canterbury

FOULDS, ROBERT, Colne, Lancs, Builder Feb 5 at 2 Exchange Hotel, Nicholas st, Burnley

FOYLE, FRED, Kington Magna, Dorset, Butcher Jan 29 at 12.30 Off Rec, Salisbury

FRANCE, WALTER, Huddersfield, Coal Dealer Jan 29 at 3 Haigh & Son, Solicitors, Huddersfield

GLASSCOCK, JOHN, Newnham Croft, Grantchester, Cantab, Cab Proprietor Jan 30 at 12 Off Rec, 5, Petty Curry, Cambridge

HAMMOND, GEORGE EDWARD, Cheltenham, Wine Merchant Jan 27 at 3.30 County Court bldgs, Cheltenham

HAWGOOD, ARTHUR, Farnham, Surrey, Furniture Dealer Jan 28 at 12.30 24, Railway Approach, London Bridge

HIRST, EDWIN, and MATTHEW HIRST, Sunderland, Builders Jan 27 at 11.30 Off Rec, 25, John st, Sunderland

HITCH, EVAN CAMERON, Billiter st, Commission Agent Jan 30 at 2.30 33, Carey st, Lincoln's inn fields

HOPKINS, WILLIAM, Fairford, Glos, Agricultural Engineer Jan 30 at 12 Off Rec, 32, High st, Swindon

HUNTER, MARY, Lancaster, Innkeeper Feb 6 at 3 Off Rec, 14, Chapel st, Preston

JONES, CATHERINE, Llanrwst, Denbighshire, Farmer Jan 27 at 1 Market hall, Blaenau Festiniog

JONES, CHARLES, Rusholme, Manchester, Butcher Jan 27 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

LAWRENCE, L F, New Bond st, Art Dealer Jan 29 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

LLOYD, WILLIAM, Troedyrhiw, Glam, Mason Jan 28 at 12 Off Rec, Merthyr Tydfil

MARSH, EDWARD, High st, Southall, Butcher Jan 29 at 3 95, Temple chmbrs, Temple avenue

ODDY, EMMA ANNIE, Hipperholme, nr Halifax, Dressmaker Jan 29 at 11 Off Rec, 13, Crossley st, Halifax

OVERTON, WALTER JOSEPH, Margate, House Furnisher Jan 28 at 11.30 Off Rec, 5, Castle st, Canterbury

RADFORD, JOHN, Blyth, Notts, Labourer Jan 29 at 10.30 Off Rec, Figtree lane, Sheffield

ROBINSON, GEORGE, Harrogate, Fruiterer Jan 29 at 12.30 Off Rec, York

SMYTHE, FREDERICK, Hornsey Rise grdns, Brewer Jan 28 at 11 33, Carey st, Lincoln's inn

STOCK, JAMES WILLIAM, Aveley, Essex, Coachbuilder Jan 29 at 12.30 Shirehall, Chelmsford

STEPHENS, THOMAS, Brecon, Labourer Feb 2 at 12 Off Rec Merthyr Tydfil

TURNER, JAMES, Preston, Colliery Agent Feb 6 at 2.15 Off Rec, 14, Chapel st, Preston

WARD, DAVID, jun, Birmingham, Stockbroker's Clerk Jan 29 at 2.30 25, Colmore row, Birmingham

WEAVER, GEORGE, Bellaggio, nr East Grinstead, Builder Jan 28 at 11.30 24, Railway approach, London bridge

WEST, WILLIAM HARRY, and WILLIAM JAMES SIMPSON, Addlestone, Surrey, Coal Merchants Jan 27 at 11.30 24, Railway approach, London bridge

WHITE, GEORGE, St George, Glos, Boot Manufacturer Feb 3 at 12 Off Rec, Bank chmbrs, Bristol

ADJUDICATIONS.

ABBOTT, BENJAMIN, Bradford, Hosier Bradford Pet Jan 16 Ord Jan 16

BAKER, JAMES, Royston, Herts, Baker Cambridge Pet Jan 16 Ord Jan 16

BROCKWELL, ARTHUR BUTLER, Scarborough, Tutor Scarborough Pet Dec 12 Ord Jan 15

BROOKE, WILLIAM, Hopton, nr Thetford, Suffolk, Builder Norwich Pet Jan 17 Ord Jan 17

BUNYARD, HARRY, St Stephen's terce, Albert sq, Clapham, Commission Agent High Court Pet Jan 12 Ord Jan 16

CLARK, ROBERT WILSON, Bristol, Commission Agent Bristol Pet Dec 11 Ord Jan 15

DAVIES, DYFFRIG, Wrexham, Joiner Wrexham Pet Jan 15 Ord Jan 15

DAVIES, JAMES, Prendergast, Haverfordwest, Licensed Victualler Pembroke Dock Ord Jan 15 Ord Jan 15

DYBALL, FRANK WILLIAM, Loughborough, late Brewer's Traveller Leicester Pet Jan 13 Ord Jan 17

ECCARDT, ARTHUR J., Bromley, Kent, Builder Croydon Pet Dec 5 Ord Jan 15

EDWARDS, CHARLES, Boution, Dorset, late Farmer Salisbury Pet Dec 19 Ord Jan 15

FOYLE, FRED, Kington Magna, Dorset, Butcher Yeovil Pet Jan 13 Ord Jan 15

GOLDBERG, B., St Mary's terr, Harrow rd High Court Pet Dec 8 Ord Jan 16

GREGSON, EDWARD, Bradford, Paper Merchant Bradford Pet Jan 16 Ord Jan 17

HEELIS, EDWARD LORAINE, Garston, nr Liverpool, Iron Merchant Liverpool Pet Dec 4 Ord Jan 17

HIND, HENRY, Windmerpool, Notts, Iron Merchant Nottingham Pet Dec 4 Ord Jan 17

HODGSON, THOMAS, Pickering, Yorks, Fruit Merchant Scarborough Pet Jan 15 Ord Jan 15

HOOPER, ALBERT, Cockickle, Whitehaven, Broker Whitehaven Pet Dec 22 Ord Jan 15

JAMES, EVAN, Bangor, Shoemaker Bangor Pet Jan 3 Ord Jan 17

MCCULLOCH, THOMAS, late Leadenhall st, retired Corn Merchant High Court Pet Nov 20 Ord Jan 17

NOBLE, JAMES, Hereford, Shopfitter Hereford Pet Jan 15 Ord Jan 15

ODDY, EMMA ANNIE, Hipperholme, nr Halifax, Dressmaker Halifax Pet Jan 17 Ord Jan 17

OLDING, EDMUND, Porton, Idmiston, Wilts, Farm Bailiff Salisbury Pet Jan 9 Ord Jan 15

PEARCE, JAMES, Kingston upon Hull, Jeweller Kingston upon Hull Pet Jan 7 Ord Jan 17

ROBINSON, GEORGE, Harrogate, Fruiterer York Pet Jan 14 Ord Jan 15

STAUB, HENRY FREDERICK, Euston rd, Cabinet Maker High Court Pet Jan 15 Ord Jan 15

STEWART, JOSEPH, Darlington, Furniture Dealer Stockton on Tees and Middlesborough Pet Jan 14 Ord Jan 14

TATHAM, EDMUND, Ilkeston, Lace Manufacturer Derby Pet Dec 15 Ord Jan 15

TAYLOR, WILLIAM JOHN, Jarrow, Durham, Provision Dealer Newcastle on Tyne Pet Jan 17 Ord Jan 17

TEMPLE, CHARLES ALFRED, Manchester, Fancy Draper Manchester Pet Jan 16 Ord Jan 16

TODD, ANDREW CRAIG, Tattenhall, Chester, Congregational Minister Chester Pet Jan 5 Ord Jan 14

TURNER, EDWARD ROBERT SEPTIMUS, and ALFRED HENRY FERGUSON TURNER, Luton, Beds, Grocers Luton Pet Dec 18 Ord Jan 16

VON WEISSENFELD, GEORGE FERDINAND, Gt Portland st, Analyst High Court Pet Jan 16 Ord Jan 16

WARD, DAVID, jun, Birmingham, Stockbroker's Clerk Birmingham Pet Dec 20 Ord Jan 13

WILLIAMS, JOHN, Harborne, Staffs, Blacksmith Birmingham Pet Dec 23 Ord Jan 13

WOODHEAD, FREDERICK, Todmorden, Yorks, Draughtsman Burnley Pet Dec 2 Ord Jan 17

WORRALL, FREDERICK, Vauxhall, Birmingham, Outdoor Beerseller Birmingham Pet Jan 14 Ord Jan 16

YEOMANS, GEORGE, Horninglow, Burton on Trent, Licensed Victualler Burton on Trent Pet Jan 1 Ord Jan 16

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direc to the Publisher.

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26*s.*; *Country*, 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office*—*cloth*, 2*s.* 6*d.*, *half law calf*, 5*s.* 6*d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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REVERSIONS, ANNUITIES, LIFE INTERESTS, LIFE POLICIES, &c.

MESSRS. H. E. FOSTER & CRANFIELD (successors to Marsh, Milner, & Co.), Land and Reversion Valuers and Auctioneers, may be consulted upon all questions appertaining to the above Interests. Their Periodical Sales (established by the late Mr. H. E. Marsh in 1843) occur on the First Thursday in each Month throughout the year, and are the recognized medium for realizing this description of property. Advances made, if required, pending completion, or permanent mortgages negotiated.—Address, 6, Poultry, London, E.C.

CLASSES for FINAL and HONOURS EXAMINATIONS are taken personally for two hours each day by

MR. GEO. F. HUGGINS (First in First Class Honours, Easter, 1880, and Winner of the Clement's-inn Prize, and Birmingham Gold Medal). Also Postal Preparation.—For particulars, terms, &c., apply, 89, Chancery-lane, W.C.

RESULTS.—In January last 17 out of 19 pupils sent up passed and 3 obtained Honours. During the last eight years 825 out of 900 pupils sent up have passed, and a large percentage have obtained Honours. All prizes awarded in connection with the Final have from time to time been won by his pupils, including the Clement's and Clifford's-inn and Reardon Prizes, Broderip Gold Medal, &c.

MR. UTTLEY, Solicitor, continues to rapidly and successfully PREPARE CANDIDATES, orally and by post, for the SOLICITORS' and BAR PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Terms from £1 1s. per month. MANY PUPILS HAVE TAKEN HONOURS.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," address, 17, Brazennose-street, Albert-square, Manchester.

LAW.—Great Saving.—Abstracts Copied at Sixpence per sheet; Drafts, Costs, and Briefs One Penny per folio; Deeds Engrossed Three Half-pence per folio net.—KERR & LANHAM, 3, Chichester-rents, by 84, Chancery-lane, W.C.

SALES FOR THE YEAR 1891.

Telephone, No. 1,669.—Telegraphic address, "Akaber, London."

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the MART, Tokenhouse-yard, E.C., on the following FRIDAYS during the year 1891:—

February 13	May 15	July 31
February 27	May 22	August 21
March 6	May 29	September 4
March 13	June 5	September 18
March 20	June 12	October 2
April 3	June 19	October 23
April 10	June 26	November 13
April 17	July 3	November 27
April 24	July 10	December 11
May 1	July 17	
May 8	July 24	

Auctions can be held on other days besides those above specified.—No. 11, Queen Victoria-street, E.C.

Special Notice.—Sales of Freehold Land in plots for 1891.

MESSRS. BAKER & SONS beg to announce that their AUCTIONS of FREEHOLD, Seaside, and other Plots of Land in all parts of England, which have hitherto been so successful, will take place every week throughout the season commencing in February. As considerable detail is requisite in preparing for these Auctions an early intimation from owners of property desirous of availing themselves of these sales is invited.—No. 11, Queen Victoria-street, E.C.

SALES BY AUCTION FOR THE YEAR 1891.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, Jan 27	Tuesday, May 5	Tuesday, July 28
Tuesday, Feb 10	Tuesday, May 12	Tuesday, Aug 4
Tuesday, Feb 24	Tuesday, May 26	Tuesday, Aug 11
Tuesday, March 3	Tuesday, June 2	Tuesday, Aug 18
Tuesday, March 10	Tuesday, June 9	Tuesday, Aug 25
Tuesday, March 17	Tuesday, June 16	Tuesday, Oct 6
Tuesday, March 24	Tuesday, June 23	Tuesday, Oct 20
Tuesday, April 7	Tuesday, June 30	Tuesday, Nov 3
Tuesday, April 14	Tuesday, July 7	Tuesday, Nov 17
Tuesday, April 21	Tuesday, July 14	Tuesday, Dec 8
Tuesday, April 28	Tuesday, July 21	

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

EAST DULWICH.

9¾ acres of choice Freehold Building Land, occupying a very prominent position, 5 miles from the Bank of England, having extensive frontages to Woodwarde-road and Townley-road, Dulwich-rise. Ripe for prosperous Building operations in superior class moderate Detached, Semi-Detached, and Terrace Houses and Shops. Those being erected, let or sell before completion. A few minutes' walk from East and North Dulwich and 5 other Stations, near the new Dulwich-park, College, Middle Class Girls' and Boys' Schools, the intended London County Cricket and Athletic Grounds.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL at the MART, on TUESDAY, FEB. 17, at TWO, in One Lot, the above valuable FREEHOLD BUILDING ESTATE.

Particulars, plan, &c. (now ready) of H. N. Grenside, Esq., Solicitor, No. 27, Great George-street, Westminster; at the Plough Hotel, Lordship-lane; and of the Auctioneers, 80, Cheapside.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Law Fire Shares.

MESSRS. EDWIN FOX & BOUSFIELD will include in their next STOCK and SHARE AUCTION at the MART, on WEDNESDAY NEXT, JANUARY 28, at TWO o'clock, FIFTY SHARES in the Law Fire Insurance Society, established in 1845, subscribed capital £5,000,000 in £100 shares (£2 10s. paid); dividend for the past year was 16s. 6d. per share, equal to 33 per cent.

Particulars at the Mart; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

By order of the Mortgagee.—Valuable Reversions, Policy, and Life Interest.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY NEXT, JANUARY 28, at TWO o'clock, in Three Lots, the following valuable Reversionary Property, Policies of Assurance, and Life Interest.

REVERSIONARY INTEREST of a gentleman aged 31, expectant on the death of two ladies, aged 65 and 52 respectively, and contingent on his surviving them, to Freehold Residential and Landed Property at Stonehouse, Gloucestershire, including the Manor, and in first-rate Stocks and Shares estimated at the value of about £30,000.

POLICY of ASSURANCE for £1,700 in the Imperial Life Assurance Society on the life before mentioned. Premium £18 14s.

LIFE INTEREST of a gentleman, aged 24, in a Freehold Residence, No. 30, Park-street, St. John's Wood, a sum of £2,200 invested on Mortgage of Freehold and Leasehold Property, and £450 Metropolitan Railway Stock, producing an income of nearly £250 per annum.

Particulars at the Mart; of Messrs. Winterbotham & Sons, Solicitors, Stroud, Gloucestershire; of Messrs. Clinton & Co., Solicitors, 59 & 60, Chancery-lane, W.C.; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

NOTICE.—CHANGE OF ADDRESS.

MR. H. E. MILNER begs to notify that in order to meet the need for increased office accommodation at DULWICH WOOD, as well as to ensure more convenience for Consultations, he has taken additional Offices at WESTMINSTER CHAMBERS, 7, VICTORIA STREET, S.W., which henceforward will be his Chief Office.—HENRY ERNEST MILNER, F.L.S., Assoc. M. Inst. C.E., Landscape Gardener.

STRAND AND PICCADILLY.

Well-secured Leasehold Investments, consisting of profit rentals, amounting together to £1,464 per annum, arising out of Nos. 1, 2, 3, 4, 6, and 7, Lancaster-place, Strand, and premises in Savoy-street, and No. 201, Piccadilly, with valuable reversions. A portion of the property is let to Her Majesty the Queen, and the whole offers to trustees and others first-class investments.

MESSRS. NORTON, TRIST, & GILBERT are instructed by Trustees to OFFER for SALE by AUCTION, at the MART, City, on WEDNESDAY, 18th FEBRUARY, at TWO precisely, the above well-secured IMPROVED LEASEHOLD RENTALS, in Eight Lots, as follows:—

Lot 1.—£461 per annum, arising out of the store-house, stables, and tenements in Savoy-street, under the Duchy Offices and under Nos. 8, 7, 5, 3, and parts of Nos. 2 and 1, Lancaster-place. Held for a term expiring 1921 at £3 10s. per annum, and let for the full term to Her Majesty the Queen at £464 10s. per annum.

Lot 2.—£274 per annum (part being paid by the Duchy of Lancaster, and with reversion to the remainder in 1909), arising out of No. 1, Lancaster-place.

Lot 3.—£239 per annum, arising out of No. Lancaster-place, with reversion in 1892.

Lot 4.—£29 per annum, secured on No. 3, Lancaster-place, with reversion in 1914 to about £300 per annum.

Lot 5.—£29 per annum, arising out of No. 4, Lancaster-place, with reversion in 1915 to about £300 per annum.

Lot 6.—£29 per annum, arising out of No. 6, Lancaster-place, with reversion in 1915 to about £300 per annum.

Lot 7.—£259 per annum, arising out of No. 7, Lancaster-place, with reversion in 1906 to about £300.

Lot 8.—£145 per annum, arising out of shop and dwelling-house, No. 201, Piccadilly, with reversion at Midsummer, 1896. Held for a term expiring January, 1898, at £130 per annum, and let till 24th June, 1896, at £275 per annum. Estimated annual value, £400.

N.B.—Lots 2 to 7 are held on lease for a term of 98 years from 25th March, 1823 (expires 1921), at apportioned ground-rents of £1 each house.

Particulars may be obtained of Messrs. Barnes & Bernard, Solicitors, 11, Finsbury-circus; and of the Auctioneers, 62, Old Broad-street, E.C.

WHITECHAPEL.

Important Freehold Land, having two extensive frontages, and occupying a ground area of about 9,750 square feet. With possession.

MESSRS. FULLER, HORSEY, SONS, & CASSELL are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, FEBRUARY 18th, at TWO precisely, in One Lot, a PLOT of valuable FREEHOLD LAND, forming the site of two sugar houses in Christian-street, Commercial-road, with frontages of 120 feet to Christian-street, and 95 feet 6 to Stutfield-street, by a depth of 89 feet, the total ground area being about 9,750 square feet. The ground is at present covered with buildings partially dismantled, the removal of which will leave an excellent site available either for the erection of artisan's dwellings or for extensive warehouses with loading facilities to two streets, and the materials of the existing buildings could be utilized in a new structure.

Particulars may be had of Messrs. Parson, Lee, & Holmes, Solicitors, Abchurch-house, Sherborne-lane, E.C.; at the Mart; and of the Auctioneers, 11, Billiter-square, E.C

Important Freehold Portland Cement Works, near Cambridge, with siding to the Great Northern Railway.—With Possession.

MESSRS. FULLER, HORSEY, SONS, & CASSELL are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, FEB. 18, at TWO precisely (unless previously disposed of by Private Treaty), the following FREEHOLD PROPERTIES, which will be offered in Five Lots, as under:—

Lot 1. The Standard Portland Cement Works, situate in the parish of Barrington, near Cambridge, occupying an area of about 230 acres, together with the whole of the modern fixed plant and machinery, capable of producing upwards of 300 tons of cement per week; the buildings comprise grinding mills, drying sheds, pipe press and brick-making houses, Dietzsch kiln house 146ft. by 43ft., engine and boiler houses, chimney shafts, cement stores, stables, manager's house, two cottages, &c.; there exists on the estate a valuable bed of cement marl, which, when drawn and broken, goes direct to the kilns for burning, thus effecting the very considerable saving of the cost of washing, slurry pumping, drying, &c., and beneath the marl deposit is a rich layer of coprolites; there is also a farmhouse and homestead, with the right to farm about 210 acres of the surface land, known as Barrington Farm; this farm is held at a rent of £147 per annum, on a lease not binding on the vendor as a mortgagee, but is sold subject to the tenants' rights (if any) under the Tenants' Compensation Act, 1890.

Lot 2. A Farmhouse, Homestead, Orchards, Town Windmill, and Garden, occupying an area of 17a. 3r. 34p.

Lot 3. Cottage and Orchards; let at £7 per annum.

Lot 4. Plot of Freehold Land on the Orwell-road, occupying nine acres.

Lot 5. The four-ninths of a Plot of Land adjoining, comprising 9a. 3r. 28p.

May be viewed by orders to be obtained of the Auctioneers, and particulars had of Messrs. Walters, Deverell, & Co., Solicitors, 9, New-square, Lincoln's-inn; of Messrs. Nash, Field, & Withers, Solicitors, 12, Queen-street, Cheapside, E.C.; of Tansley Witt, Esq., Accountant, 40, Chancery-lane; at the Mart; and of Auctioneers, 11, Billiter-square, London, E.C.

FREEHOLD ESTATE, of 75 acres of land and mansion, within seven miles of London, admirably adapted for a Public Institution, School, or similar undertaking; adjoins station on main line of G. E. R.; would be Sold with smaller area of land if required.—Apply to Mr. ALFRED RICHARDS, Auctioneer and Estate Agent, High-road, Lower Tottenham.